

**FABRICATION, INSTALLATION OF NEW PONTOON AND
REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR
RORO/ROPAX FACILITY AT GHOGHA- GUJARAT**

(DPA/RORO/2024, Dated:25/07/2024)

PART 2 – TENDER DOCUMENTS

TENDER

FOR

**FABRICATION, INSTALLATION OF NEW
PONTOON AND REPAIR AND MAINTENANCE
OF EXISTING PONTOON FOR RORO/ROPAX
FACILITY AT GHOGHA- GUJARAT**



**DEENDAYAL PORT AUTHORITY
ADMINISTRATIVE OFFICE BUILDING
POST BOX NO. 50
GANDHIDHAM (KUTCH)
GUJARAT - 370201**

TABLE OF CONTENTS OF BID DOCUMENT

PART –I TENDER

Invitation for BIDs

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of BIDs
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-BID Conference
- Section 6. Miscellaneous

Appendices

- IA. Letter comprising the Technical BID including Annexure I to VII
- IB. Letter comprising the Financial BID
- II. Bank Guarantee for BID Security
- III. Power of Attorney for signing of BID
- IV. Power of Attorney for Lead Member of Joint Venture
- V. Joint Bidding Agreement for Joint Venture
- VI. Integrity Pact Format
- VII. Non-Disclosure Agreement
- VIII. Letter of Acceptance
- IX. Issue of Notice to Proceed with Works

PART –II DRAFT AGREEMENT

Draft Agreement Document with schedules

PART – III TECHNICAL DOCUMENTS

- Vol. I - General conditions and scope works
- Vol. II - Specification for civil and marine concrete works
- Vol. III - Specification for steel Linkspan and pontoon works
- Vol. IV - Specification for fenders and bollards
- Vol. V - Specification for mechanical, piping and electrical works
- Vol. VI - Tender drawings
- Vol. VII - Geotechnical report
- Vol. VIII - Bathymetry drawing

PART I TENDER

TABLE OF CONTENTS

1. INTRODUCTION	19
1.1 BACKGROUND	19
1.2 BRIEF DESCRIPTION OF BIDDING PROCESS	20
1.3 SCHEDULE OF BIDDING PROCESS	23
2. INSTRUCTIONS TO BIDDERS	24
2.1 GENERAL TERMS OF BIDDING	24
2.2 ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF BIDDER	28
2.3. BLANK.....	37
2.4. COST OF BIDDING.....	37
2.5. SITE VISIT AND VERIFICATION OF INFORMATION	38
2.6. VERIFICATION AND DISQUALIFICATION	39
2.7. CONTENTS OF THE TENDER.....	41
2.8. CLARIFICATIONS	42
2.9. AMENDMENT OF TENDER.....	42
2.10. FORMAT AND SIGNING OF BID.....	43
2.11. DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID.....	43
2.12. BID DUE DATE.....	46
2.13. LATE BIDS	47
2.14. PROCEDURE FOR E-TENDERING	47
2.15. ONLINE OPENING OF BIDS.....	48
2.16. REJECTION OF BIDS	49
2.17. VALIDITY OF BIDS	49
2.18. CONFIDENTIALITY.....	49
2.19. CORRESPONDENCE WITH THE BIDDER	50
2.20. BID SECURITY	50
2.21. PERFORMANCE SECURITY.....	50
3. EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS	52
3.1 EVALUATION OF TECHNICAL BIDS.....	52
3.2 OPENING AND EVALUATION OF FINANCIAL BIDS.....	54
3.3 SELECTION OF BIDDER.....	55
3.4 CONTACTS DURING BID EVALUATION.....	55
3.5 CORRESPONDENCE WITH BIDDER.....	56

4. FRAUD AND CORRUPT PRACTICES.....	57
5. PRE-BID CONFERENCE.....	59
6. MISCELLANEOUS.....	60

Appendices

IA	Letter Comprising the Technical BID	54
IB	Letter Comprising the Financial BID	59
II	Specimen Format For Bid Security Declaration	73
III	Format for Power of Attorney for signing of BID	74
IV.	Power of Attorney for Lead Member of Joint Venture	76
V.	Joint Bidding Agreement for Joint Venture	78
VI	Integrity Pact format	83
VII	Non-Disclosure Agreement	89
VIII	Letter of Acceptance	90
IX	Issue of Notice to Proceed with Works	91

Annexure of Appendix 1A

I	Details of Bidder	61
II	Technical Capacity of the bidder	64
III	Financial Capacity of the bidder	65
IV	Details of Eligible project	66
V	Statement of legal capacity	67
VI	Information required to evaluate the Bid Capacity	68
VII	Guidelines of the Department of Disinvestment	71

FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR
AND MAINTENANCE OF EXISTING PONTOON FOR
RORO/ROPAX FACILITY AT GHOGHA- GUJARAT

NOTICE INVITING TENDER

Tender No: 04-P/2024 Dated 25.07.2024

The **DEENDAYAL PORT AUTHORITY (DPA)** invites online Bidding through an open tender for **FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT**

DPA invites bids from eligible contractors for the following project:

State	Location	Name of work	Estimated cost	Completion period
Gujarat	GHOGHA	FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT	Rs.47,33,19,078.00/- excluding contingency, establishment and GST	12 months

The Tender can be viewed / downloaded through a link from official DPA portal of www.deendayalport.gov.in or e-procurement portal <https://nprocure.com> from **25.07.2024 to 28.08.2024 up to 1500 Hrs.** Bid must be submitted online only at tender.nprocure.com on or before **28.08.2024 up to 1600 hours.**

Technical Bids received online shall be opened on **28.08.2024 at 1630 hours.** Bid through any other mode shall not be entertained. Please note that the DPA reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Dy. Chief Engineer (Ro-Ro) DEENDAYAL PORT Authority Administrative Office Building Post Box No. 50 Gandhidham (Kutch) Gujarat – 370201	Contact: Shri. Rajendra Prasad, Dy.CE(Ro-Ro) PHONE NO. 9727754360 E-MAIL ADDRESS: nprocure@gnvfc.net
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Tender Data

Department Name	Civil Engineering Department
Circle/ Division	Project Division
Tender Notice No.	04-P/2024
Name of Work	FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT.
Estimated Contract Value (INR)	Rs. 47,33,19,078.00/- (Excluding contingency, establishment and GST)
Period of Completion (in Months)	12 months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Minimum Pre-Qualifying / Eligibility Criteria :	<p>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 14.20 Crores.</p> <p>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:</p> <p>Three similar completed works, each work costing not less than Rs. 18.93 Crores.</p> <p style="text-align: center;">Or</p> <p>Two similar completed works, each work costing not less than Rs. 23.67 Crores.</p> <p style="text-align: center;">Or</p> <p>One similar completed work, costing not less than Rs. 37.87 Crores.</p>
	Similar Works means, "Fabrication and installation of steel pontoon and steel linkspan for RoRo/RoPax terminals including Third Party Certification from

	<p>IRS.” If work is carried out in private organization, TDS must be submitted invariably to make the bid responsive.</p> <p>(NOTE: Ongoing works or incomplete works without IRS certification will not be considered in evaluation of technical capacity)</p> <p>The Subcontract experience shall be considered for pre-qualification only if same is carried out in Govt./Semi Govt./Public Limited companies subject to submission of sub contract permission issued by the respective authority prior to the execution of the work. Further, if sub contract permission is not authenticated, the respective party shall be de-barred for participation in tenders of DPA for minimum 2 years. The decision taken by DPA shall be final.</p> <p>3. Joint Venture</p> <p>I. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</p> <p>II. Lead partner should have executed at least one similar work costing Rs. 18.93 Crores as per Minimum Eligibility Criteria.</p> <p>III. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</p> <p>IV. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</p> <p>V. Bid Security required shall be furnished by lead member of JV.</p> <p>4. Bidders who meet the minimum qualification criteria will be qualified only if their available bid</p>
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	<p>capacity is more than the total bid value. The available bid capacity will be calculated asunder: Assessed Available Bid capacity= A X N X 2 –B, Where, “N” = Number of years prescribed for completion of the subject contract. i.e., 12 months construction period “A” = Maximum value of works executed in any one year during last seven years (at current price level) “B” = Value at current price level of existing commitments and ongoing works to be completed in the next ‘N’ years. The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p>
Joint Venture	Applicable
Rebate	Applicable (Unconditional rebate submitted online before due date of submission of bid)
Bid Document Fee :	Rs. 5900/- (Including 18% GST) Digital mode of Payment at Bank of Baroda Gandhidham Branch Account no. 10080100022427 IFSC code, BARBOGANKUT
Bid Security/ EMD (INR):	Rs. 47,33,191/- shall be payable in the form of 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 Guarantees submitted as Earnest Money shall be valid for 28 day 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. □
Bid Document Downloading Start Date	25/07/2024 @1500 hours
Bid Document Downloading End Date	28/08/2024 @1500 hours

Date & Place of Pre Bid Meeting	01/08/2024 @ 11:00 Hours in A.O. Building, Deendayal Port Authority, Gandhidham
Last Date & Time for Receipt of Online Bids	28/08/2024 @16:00 hours
Bid Validity Period	120 Days
Condition	<p>Tender Fees in form of (Payment through Digital mode (Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda, Gandhidham branch.</p> <p>The EMD shall be payable in the form of 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 Guarantees 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.</p> <p>The bid/Tender not accompanied with Tender fee, EMD and Integrity Pact shall not be considered, and their technical and price bid will not be opened.</p> <p>Integrity Pact agreement</p> <ol style="list-style-type: none"> 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.

	<p>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.</p> <p>In case of Joint Venture, IP agreement need to be executed in the name of JV and all the parties of JV need to stamp and sign the agreement.</p> <p>The bid/Tender not accompanied with Tender fee, EMD and Integrity Pact Agreement in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate 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 code mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (APPENDIX - II), failing which the bid shall be disqualified: -</p>
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	<table border="1"> <tr> <th>Level</th><th>Description</th></tr> <tr> <td>Subclass 30115</td><td>Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts, etc.)</td></tr> </table> <p>The above shall be submitted in electronic format ONLY through on line (by scanning) while uploading the bid. This submission shall mean that IP agreement, EMD, Integrity Pact and Tender Fee are received. Accordingly offer of only those shall be opened whose EMD, Integrity Pact and Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to DY. CHIEF ENGINEER (RO-RO), DEENDAYAL PORT AUTHORITY, Room no 112, Ground floor, A.O. Building, Gandhidham-370201, Kutch District, Gujarat State, INDIA within 7 days from the date of opening.</p>	Level	Description	Subclass 30115	Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts, etc.)
Level	Description				
Subclass 30115	Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts, etc.)				
Remarks	Submission of E.M.D, Integrity Pact, Tender Fee and other Documents during office hours : up to by R.P.A.D /Speed post or in person in the chamber DY. CHIEF ENGINEER (RO-RO), DEENDAYAL PORT AUTHORITY, Room no 112, Ground floor, A.O. Building, Gandhidham-370201, Kutch District, Gujarat State, INDIA.				
Bid Opening Date	Technical Bid will be opened on 28.08.2024 @ 16:30 Hrs. Date of opening of Price Bid shall be notified after scrutiny & evaluation of Technical Bid to qualified bidders.				
Documents required to be submitted by	Documents in support of fulfilling qualifying criteria as indicated above. Tender fee to be paid through digital mode of				

scanning through online	<p>Payment through Digital Mode Account no 10080100022427 IFSC code: BARBOGANKUT, Bank of Baroda, Gandhidham branch</p> <p>EMD shall be payable in the form of 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.</p> <p>As indicated in clause 1.4 of section Instructions to bidders.</p> <p>Integrity Pact agreement</p> <ol style="list-style-type: none"> 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. 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.
Officer- Inviting Bids:	DY. CHIEF ENGINEER (RO-RO), DEENDAYAL PORT AUTHORITY
Bid Opening Authority :	DY. CHIEF ENGINEER (RO-RO), DEENDAYAL PORT AUTHORITY
Address:	DY. CHIEF ENGINEER (RO-RO), DEENDAYAL PORT AUTHORITY, Room no 112, Ground floor, A.O. Building, Gandhidham-

	370201, Kutch District, Gujarat State, INDIA
Contract Details :	Mobile – 97253 38260

Note :

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

(n)code Solutions – A division of GNFC Ltd.,
(n)Procure Cell,
403, GNFC Info tower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details :

Airtel : +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL : +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance : +91-79-30181689
Fax : +91-79-26857321, 40007533

E-mail : nprocure@gnvfc.net

TOLL FREE NUMBER : 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

DPA Bank details:

1. Deendayal Port Authority
2. Account No: 10080100022427
3. Name of Bank & Address: Bank of Baroda, Gandhidham Branch
4. IFSC Code: BARB0GANKUT

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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)

**FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF
TIME, PLEASE VISIT <https://kpt.nprocure.com> OR
www.deendayalport.gov.in**

**DY. CHIEF ENGINEER (RO-RO)
DEENDAYAL PORT AUTHORITY**

DISCLAIMER

The information contained in this Tender (the —TENDER) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an Agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Employer, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements, and information contained in the Bidding Documents, especially the technical specification and drawings, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, should check and ensure the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way for participation in this BID Stage.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER. The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that the Employer is bound to select a Bidder for the Project and the Employer reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer, or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

DY. CHIEF ENGINEER (RO-RO)

GLOSSARY

Agreement	As defined in Clause 1.1.5
Employer	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
BID(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
BID Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
BID Price or BID	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Good for Construction Drawings	As defined in Clause 1.2.3
Government	Government of India
Joint Venture	As defined in Clause 2.2.1
Lowest Bidder	As defined in Clause 1.2.6
Letter of Acceptance	As defined in Clause 3.3.4
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
Tender	As defined in the Disclaimer.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DEENDAYAL PORT AUTHORITY

SECTION 1

1. INTRODUCTION

1.1 *Background*

- 1.1.1 DPA invites online bidding through an open tender for FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the work	Estimated Project Cost (In Rs. cr.)	No of Months for completion of work
FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT	Rs. 47,33,19,078.00/- excluding contingency, establishment, and GST	12 months

- 1.1.2 The selected Bidder (the —**Contractor**) shall be responsible for procurement and construction for FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT, under and in accordance with the provisions of a contract (the-**Contract**) to be entered into between the Contractor and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the rectification of the defects during the Defect Liability Period, as per Article 17.
- 1.1.3 The scope of work will broadly include FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT including civil works, marine works, pontoon and linkspan modification and lighting and firefighting provisions on the jetty.

- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor ‘s services and obligations.
- 1.1.6 The statements and explanations contained in this Tender are intended to provide a better understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Employer’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this TENDER or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this TENDER are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.
- 1.1.7 The Employer shall receive BIDs pursuant to this TENDER in accordance with the terms set forth in this TENDER and other document to be provided by the Employer pursuant to this TENDER (collectively the “**Bidding Documents**”), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the —**BID Due Date**).

1.2 Brief description of Bidding Process

- 1.2.1 The Employer has adopted a single stage two-part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this TENDER. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this TENDER.

- 1.2.2 Interested bidders are being called upon to submit their BID in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 for submission of BIDs (the **—Bid Due Date**).
- 1.2.3 The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The General arrangement drawings of the **FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT**, together with pertinent information about the works are provided to the bidder. However, detailed good for construction drawings (only civil / marine scope) for the proposed modification of RoRo/Ropax facility will be issued to the successful bidder only. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued after this TENDER, will be deemed to form part of the Bidding Documents.
- 1.2.4 Deleted
- 1.2.5 Bidders are advised to examine the tender in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project. Bidders are also advised to visit the site to understand the actual ground conditions, prior to the pre-bid meeting.
- 1.2.6 BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the **"BID Price"**). The total time allowed for completion of construction under the Agreement (the **—Construction Period**) and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project after completion of the Construction Period (the **—Defect Liability Period**) shall be pre-determined and are specified in the draft Agreement forming part of the Bidding Documents.
- In this TENDER, the term **"Lowest Bidder"** shall mean the bidder who is quoting the lowest BID price.
- 1.2.7 Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason, the Employer shall annul the Bidding Process and invite fresh BIDs.
- 1.2.8 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this TENDER.

- 1.2.9 Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to the officer designated in Clause 2.11.4 below with identification/ title: "Queries / Request for Additional Information: TENDER for **"FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA-GUJARAT."**

1.3 Schedule of Bidding Process

The Employer shall endeavour to adhere to the following schedule:

Sl. No	Event Description	Cardinal Dates
1	Invitation of TENDER (NIT)	25.07.2024
2	Start date of downloading tender	25.07.2024
3	Last date for receiving queries	31.07.2024
4	Pre-BID meeting at venue 2.11.4 (i)	01.08.2024
5	Employer response to queries latest by	14.08.2024
6	Last date of Request for BID Document	28.08.2024 up to 1500 hrs
7	BID Due Date	28.08.2024 up to 1600 hrs
8	Opening of Technical BIDs at venue 2.11.4 (i)	28.08.2024 up to 1630 hrs
9	Declaration of eligible / qualified bidders	will be notified to the eligible bidders
10	Opening of Financial BID	will be notified later
11	Issuance of Letter of Acceptance (LOA) letter to successful bidder as per Appendix VIII	Will be notified later
12	Validity of BID	120 days from BID Due Date
13	Submission of Performance Security	Within 21 days of issuance of Letter of Award (LOA)
14	Signing of Agreement	Within 28 days of issuance of Letter of Award (LOA)
15	Issuance of Notice to Proceed with Work (NTP) after successful submission of performance guarantee as per Appendix IX	Will be notified later

SECTION-2
2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1.** No Bidder shall submit more than one BID for the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.
- 2.1.2. Blank**
- 2.1.3.** Detailed design for the proposed **FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA-GUJARAT** has been carried out by the Employer's Consultant. Layout drawings, General arrangement drawings (GADs) for the works are issued for the purpose of tendering. The tender drawings incorporating changes if any will be issued as Good for Construction (GFC) drawings only to the successful bidder. Such changes shall not be construed as change of scope and shall form part and parcel of the tender drawings.
- 2.1.4.** Notwithstanding anything to the contrary contained in this TENDER, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.5.** The BID shall be furnished in the format exactly as per Appendix-I i.e., Technical Bid as per Appendix IA and Financial Bid as per Appendix IB. BID amount shall be indicated clearly in both figures and words, in Indian Rupees in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 2.1.6.** Deleted
- 2.1.7. Blank**
- 2.1.8.** The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the BID to commit the Bidder.

- 2.1.9. In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV. In case the Bidder is a Joint Venture, Joint Bidding Agreement in the format at Appendix V shall be submitted by the bidder.
- 2.1.10. Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.
- 2.1.11. The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.
- 2.1.12. The documents including this TENDER and all attached documents, provided by the Employer are and shall remain or become the property of the Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to BIDs and all other documents submitted by the Bidders, and the Employer will not return to the Bidders any BID, document or any information provided along therewith.
- 2.1.13. This TENDER is not transferable.
- 2.1.14. Any award of Project pursuant to this TENDER shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.2.
- 2.1.15. In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

- 1) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at **APPENDIX V** shall be enclosed with the bid.

- 2) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at **APPENDIX IV**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- 3) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- 4) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- 5) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- 6) Bid Security as required shall be furnished by Lead Member of Joint venture.
- 7) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- 8) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
- 9) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.

- 10) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
 - 11) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
 - 12) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
 - 13) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
 - 14) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
 - 15) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
 - 16) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
 - 17) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
 - 18) One of the partners of JV/Consortium should have downloaded the bid documents.
- 2.1.16. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 7 (seven) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year in India i.e., 1st April of calendar year to March 31st of next calendar year.

- 2.1.17. Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Application, would not be eligible to submit a Bid either by individually or as member of a Joint Venture.
- 2.1.18. The Bidder including individual or any of its Joint Venture Member should, in the last 2 (two) years, have neither failed to perform for the works of Central Government, any State Government, a statutory authority or a public sector undertaking as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Central Government, any State Government, a statutory authority or a public sector undertaking for breach by such Bidder including individual or any of its Joint Venture Member.
- 2.1.18.1 The Bidder including individual or any of its Joint Venture Member may provide details of all their on-going projects along with updated stage of litigation, if so, against the Employer / Governments.
- 2.1.18.2 The Bidder including individual or any of its Joint Venture Member may also provide details of updated on-going process of blacklisting if so, under any contract with Employer / Government.
- 2.1.18.3 The Employer reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.1.19. The decision of the Employer in this case shall be final.

2.2 Eligibility and qualification requirements of Bidder

- 2.2.1. For determining the eligibility of Bidders, the following shall apply:
- a) The Bidder may be a single entity or a group of entities (the **“Joint Venture”**), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture.

- b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.1.15 above.
- c) A Bidder shall not have a conflict of interest **(the “Conflict of Interest”)** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidders,, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be) in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **—Subject Person**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control

- over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder its member or any of its Joint Venture Member thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - v. such Bidder or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's 'information about, or to influence the Application of either or each other; or
 - vi. Such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- d) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement.

In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Employer, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Employer may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Employer being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2. Qualification requirements of Bidders:

2.2.2.1. **BID Capacity**

Bidders who interlaid meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:

Assessed Available BID capacity = $(A * N * 2.0 - B)$,

Where

N = Number of years prescribed for completion of work for which Bid is invited.

A = Maximum value of projects/works in respect of Projects executed in any one year during the last seven years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The **project includes** turnkey project/ Item rate contract/ Construction works.

B = Value (updated to the price level of the year indicated in table below under note) of existing commitments, works for which LOA issued and on-going works to be completed during the period of completion of the works for which BID is invited.

Note: The Statement showing the value of all existing commitments, works for which LOA issued and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Chief Engineer or equivalent in respect of private entities and verified by Statutory Auditor. The factor for the year for updation to the price level is indicated as under:

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

Financial year would mean 1st April of that calendar year to 31st March of next calendar year. Calendar year would mean 1st January to 31st December of any year.

2.2.2.2. Technical Capacity

For the purpose of this TENDER, the bidder shall satisfy technical capacity specified below.

The individual bidder shall satisfy any one of the following criteria based on eligible projects completed by the bidder during last 7 (Seven) financial years preceding the bid due date including part there off (see Note for ongoing works below).

- (i) Three completed eligible projects, EACH work of not less than an amount of **Rs. 18.93 Crores** (40% of the estimated project cost).

OR

- (ii) Two completed eligible projects, EACH work of not less than an amount of **Rs. 23.67 Crores** (50% of the estimated project cost).

OR

- (iii) One completed eligible project of not less than an amount of **Rs. 37.87 Crores** (80% of the estimated project cost).

In case the Bidder being a Joint Venture (JV), the members of JV shall demonstrate the above requirements jointly on the basis of the JV proportion for both technical and financial requirements as per clause 2.2.2.4.

NOTE: Ongoing works or incomplete works without IRS certification will not be considered in evaluation of technical capacity

For the purpose of this TENDER, eligible project means the following.

Fabrication and installation of steel pontoon and steel linkspan for RoRo/RoPax terminals including Third Party Certification from IRS.

The value of works for which the project was executed / completed in earlier years claimed as eligible projects by the bidder shall be updated to the year 2024 based on updation factor given below.

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

2.2.2.3. Financial Capacity

- (i) Blank
- (ii) The Bidder shall have a minimum Average Annual Turnover of 30% of EPC (updated to the price level of the year indicated in table below) of **Rs. 14.20 Crore (Rupees Fourteen crores and Twenty Lakhs only)** for the last 3 (three) financial years.

- (iii) Blank

2.2.2.4. In case of a Joint Venture:

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severely

responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

- 1) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at **APPENDIX V** shall be enclosed with the bid.
- 2) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at **APPENDIX IV**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- 3) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- 4) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- 5) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- 6) Bid Security as required shall be furnished by Lead Member of Joint venture.

- 7) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- 8) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
- 9) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- 10) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 11) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- 12) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 13) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- 14) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 15) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- 16) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 17) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.

- 18) One of the partners of JV/Consortium should have downloaded the bid documents.

2.2.2.5. Evaluation of Technical Capacity

- (i) Subject to the provisions of Clause 2.2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects.
- (ii) **Blank**
- (iii) In case of projects executed by applicant as a member of Joint Venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2.2. In case Statutory Auditor certifies that, the work of other member(s) is also executed by the applicant, then the total share executed by applicant can be considered for determining eligibility as per provision under clause 2.2.2.2.
- (iv) In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation provided such cost is certified by client and statutory auditor.

2.2.2.6. Blank

2.2.2.7. Submission in support of Technical Capacity

- (i) The Bidder should furnish the details of Eligible Experience for the last 7 (seven) financial years immediately preceding the Bid Due Date.
- (ii) The Bidder must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.
- (iii) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.

2.2.2.8. Submission in support of financial capacity

- (i) The Technical Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Joint Venture) for the last 3 (three) financial years, preceding the year in which the bid is submitted.
- (ii) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- (iii) Blank

2.2.2.9. The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments received in respect of the Eligible Projects. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Joint Venture), it should further support its claim for the payments received for the share of work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) Blank
- (iii) Blank

2.2.2.10. **Blank**

2.3. Blank

2.4. Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their BIDs and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

2.5.1. Bidders are encouraged to submit their respective BIDs after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, soil conditions, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to familiarize themselves with the project by making a site visit. The site visits shall be made by the bidder one week before the pre-bid meeting. **No extension of time is likely to be considered for submission of Bids.**

2.5.2. It shall be deemed that by submitting a BID, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents, Schedules annexed to agreement Document.
- ii. received all relevant information requested from the Employer.
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Employer relating to any of the matters referred to in Clause 2.5.1 above. No claim shall be admissible at any stage on this account.
- iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.

- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Agreement by the Contractor.
- vi. acknowledged that it does not have a Conflict of Interest; and
- vii. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3. Contractor shall carry out new geotechnical investigation within 30 days of award of work and submit the report to the Engineer. The changes to the pile termination levels required to satisfy the socket depth as per design requirement based on the new geotechnical investigation report shall be accommodated in the pile boring equipment selection and associated marine spread required for the successful completion of pile construction. No extra payment in this regard for changes to pile termination level in lieu of seabed strata changes shall be allowed except for payment in accordance with the unit rate specified for liner, boring, concrete and reinforcement. Any change in alignment to the pile position due to change in geotechnical strata shall not be construed as change in scope.

2.5.4. The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to TENDER, including any error or mistake therein or in any information or data given by the Employer.

2.6. Verification and Disqualification

2.6.1. The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TENDER and the Bidder shall, when so required by the Employer, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

2.6.2. The Employer reserves the right to reject any BID and appropriate the BID Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Employer reserves the right to annul the Bidding Process and invites fresh BIDs.

2.6.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability, subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by the Employer to the Selected Bidder or the Contractor, as the case may be, without the Employer being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and / or the Agreement, or otherwise.

B. DOCUMENTS

2.7. Contents of the TENDER

- 2.7.1. This TENDER comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

PART –I TENDER

Invitation for BIDs

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of BIDs
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-BID Conference
- Section 6. Miscellaneous

Appendices

- IA. Letter comprising the Technical BID including Annexure I to VII
- IB. Letter comprising the Financial BID
- II. Bank Guarantee for BID Security
- III. Power of Attorney for signing of BID
- IV. Power of Attorney for Lead Member of Joint Venture
- V. Joint Bidding Agreement for Joint Venture
- VI. Integrity Pact Format
- VII Non-Disclosure Agreement
- VIII Letter of Acceptance
- IX Issue of Notice to Proceed with Works

PART –II DRAFT AGREEMENT

Draft Agreement Document with schedules

PART – III TECHNICAL DOCUMENTS

- Vol. I - General conditions and scope works
- Vol. II - Specification for civil and marine concrete works
- Vol. III - Specification for steel Linkspan and pontoon works.
- Vol. IV - Specification for fenders and bollards
- Vol. V - Specification for mechanical, piping, and electrical works
- Vol. VI - Tender drawings
- Vol. VII - Geotechnical report
- Vol. VIII - Bathymetry drawing

- 2.7.2. The draft Agreement and the Technical documents provided by the Employer as part of the BID Documents shall be deemed to be part of this TENDER.

2.8. Clarifications

- 2.8.1. Bidders requiring any clarification on the TENDER may notify the Employer in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Employer shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. The Employer will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and the same will be uploaded in tender.nprocure.com.
- 2.8.2. The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
- 2.8.3. The Employer may also on its own motion, if deemed necessary, issue interpretations & clarifications to all Bidders. All clarifications & interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Employer, or its employees or representatives shall not in any way or manner be binding on the Employer.

2.9. Amendment of TENDER

- 2.9.1. At any time prior to the BID Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the TENDER by the issuance of Addenda.
- 2.9.2. Any Addendum issued hereunder will be uploaded on the e-procurement portal tender.nprocure.com.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the BID Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10. Format and Signing of BID

- 2.10.1. The Bidder shall provide all the information sought under this TENDER. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, instruments towards payment of cost of Bid document, Power of Attorney, Joint Venture agreement if any and Integrity pact are received in hard copies.
- 2.10.2. The BID shall be typed and signed in indelible [blue ink](#) by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the BID shall be initiated by the person(s) signing the BID.

2.11. Documents comprising Technical and Financial BID

- 2.11.1. The Bidder shall submit the Technical BID & Financial Bid online through e-procurement portal tender.nprocure.com or link from DPA official website www.deendayalport.gov.in comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to VII and supporting certificates / documents.
- (b) Power of Attorney for signing the BID as per the format at Appendix-III;
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (d) if applicable, Joint Bidding Agreement for Joint Venture as per the format at Appendix-V
- (e) BID Security declaration form duly signed in the format at **Appendix-II**;
- (f) Scanned copy of Digital payment of cost of Bid document of **Rs. 5,900 (Rupees Five Thousand Nine hundred only inclusive of 18% GST)** to “**FA & CAO of Deendayal Port Authority**” and payable at Gandhidham towards cost of Bid document.

- (g) Scanned copy of EMD in the form of 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
- (h) Integrity Pact agreement
 - 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.
- (i) An undertaking from the person having PoA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by DPA and amendments uploaded, if any; and
- (j) Bidder must submit proof to the effect of possession of equipment and machinery as specified in Draft Agreement Article 3 – clause 3.9.
- (k) Bidder must submit the method statement for piling works based on equipment specified in clause (k) above together with the work programme.

Financial Bid

- (l) Appendix-IB (Letter comprising the Financial Bid).

The e-form submission shall consist of the Appendix-IB requesting the bidders to fill in $\pm\%$ on top of the estimated project cost specified in the bid. By submitting the e-form, the bidder agrees to the terms and conditions in Appendix-IB and the entire TENDER including its appendices, addenda, and corrigenda.

This form shall not be submitted physically in hard copy.

2.11.2. The Bidder shall submit the following documents physically:

- (a) Original Power of Attorney for signing the BID as per format at Appendix-III;
- (b) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
- (c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at Appendix-V
- (d) BID Security declaration form duly signed in the format at **Appendix-II**;
- (e) Digital payment of cost of Bid document of **Rs. 5,900 (Rupees Five Thousand Nine hundred only inclusive of 18% GST)** in favour of **“FA & CAO of Deendayal Port Authority”** and payable at Gandhidham towards cost of Bid document.
- (f) EMD shall be payable in the form of 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
- (g) Integrity Pact agreement
 - 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.

- (h) An undertaking from the person having PoA referred to in Sub. Clause-(a) above that they agree and abide by the Bid documents uploaded by DPA and amendments uploaded, if any.

2.11.3. The documents listed at clause 2.11.2 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**BID for the FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT**” and shall clearly indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated on the right-hand top corner of the envelope.

2.11.4. The envelope shall be addressed to the following officer and shall be submitted at the respective address:

DESIGNATION: **DY. CHIEF ENGINEER (RO-RO)**

ADDRESS: **DEENDAYAL PORT Authority**

Administrative Office Building

Post Box No. 50

Gandhidham (Kutch)

Gujarat - 370201

PHONE NO: 02836- 233192

FAX NO: 02836-220050

E-MAIL ADDRESS: ce@deendayalport.gov.in

dpt.roro@gmail.com or

through e-procurement portal.

2.11.5. If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.11.6. BIDs submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be summarily rejected.

2.12. BID Due Date

Technical & Financial BID comprising of the documents listed at clause 2.11.1 of the TENDER shall be submitted online through e-procurement portal tender.nprocure.com on or before **1600 hrs on 28.08.2024** Documents listed at clause 2.11.2 of the TENDER shall be physically submitted on or before **1600 hours on 04.09.2024** at the address provided in Clause 2.11.4 in the manner and form as detailed in this TENDER. A receipt thereof should be obtained from the person/Authorized representative of DPA specified at Clause 2.11.4.

2.13. Late BIDs

E-procurement portal tender.nprocure.com shall not allow submission of any Bid after the prescribed date and time at clause 2.12. Physical receipt of documents listed at clause 2.11.2 of the TENDER after the prescribed date and time at clause 2.12 shall not be considered and the bid shall be summarily rejected.

2.14. Procedure for e-tendering

2.14.1. Accessing/ Purchasing of BID documents

2.14.1.1. It is mandatory for all the Bidders to have class-II/III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of DPA. DSC should be in the name of the authorized signatory as authorized in Appendix III of this TENDER. It should be in corporate capacity. The Bidder shall submit document in support of the class III DSC.

2.14.1.2. To participate in the bidding, it is mandatory for the Bidders to get registered their firm/ Joint Venture with e-procurement portal tender.nprocure.com to have user ID & password which has to be obtained from the e-tendering service provider. Following may kindly be noted:

- (a) Registration with e-procurement portal should be valid at least up to the date of submission of BID.
- (b) BIDs can be submitted only during the validity of registration.

2.14.1.3. If the firm/ Joint Ventures already registered with e-tendering service provider of DPA, and validity of registration is not expired, the firm/ Joint Venture is not required a fresh registration.

2.14.1.4. The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal tender.nprocure.com from **25.07.2024 to 28.08.2024 up to 1500 Hrs.**

2.14.1.5. **Blank.**

2.14.2. Preparation & Submission of BIDs:

2.14.2.1. The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal of DPA.

2.14.2.2. The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of BID.

2.14.2.3. Bid must be submitted online only through e-procurement portal tender.nprocure.com using the digital signature of authorised representative of the Bidder on or **before 28.08.2024 up to 1600 hours.**

2.14.3. Modifications/ Substitution/ withdrawal of BIDs

2.14.3.1. The Bidder may modify, substitute, or withdraw its e- BID after submission prior to the BID Due Date. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

2.14.3.2. For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

2.15. Online Opening of BIDs

2.15.1. Opening of BIDs will be done through online process.

- 2.15.2. The DPT shall on-line open Technical BIDs **on 28.08.2024 up to 1600 hours**, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the TENDER have been physically received. The DPA will subsequently examine and evaluate the BIDs in accordance with the provisions of Section 3 of TENDER.

2.16. Rejection of BIDs

- 2.16.1. Notwithstanding anything contained in this TENDER, the Employer reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- 2.16.2. The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.17. Validity of BIDs

The BIDs shall be valid for a period of not less than **120** (one hundred and twenty) days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Employer.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to, or matters arising out of, or concerning the Bidding Process. The Employer will treat all information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Employer or as may be required by law or in connection with any legal process.

2.19. Correspondence with the Bidder

Save and except as provided in this TENDER, the Employer shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.

D. BID SECURITY

2.20. Deleted

2.21. 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.

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

- a. “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.”

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

- b. The successful Bidder shall along with the Performance Security provide to the Employer an irrevocable and unconditional guarantee from a Bank for a sum equivalent to **Rs. ____ Crores (Rupees ____)** in the form set forth in the agreement (the —Additional Performance Security), to be modified, mutatis mutandis, for this purpose as security to the Employer if the Bid Price of the Selected Bidder is lower by more than 10% with respect to the Estimated Project Cost. Additional Performance Security shall be calculated as under: **(Not Applicable)**

- (i) If the bid price offered by the Contractor is lower than 10% but up to 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (a) Estimated Project Cost (as mentioned in TENDER)-10% of the Estimated Project Cost and (b) the Bid Price offered by the selected Bidder.
- (ii) If the bid price offered by the Contractor is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @30% of the difference in the (a) Estimated Project Cost (as mentioned in TENDER)-10% of the Estimated Project Cost and (b) the Bid Price offered by the selected Bidder.
- (iii) The Additional Performance Security may not be treated as part of Performance Security.

Note: The Bank Guarantee should be issued from Nationalised/Scheduled bank having its branch at Gandhidham.

SECTION-3
3. EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION
OF FINANCIAL BIDS

3.1 *Evaluation of Technical Bids*

- 3.1.1 The Employer shall open the BIDs received physically & online at **16:30 hours IST on 28.08.2024** at the place specified in Clause 2.11.4; and in the presence of the Bidders who choose to attend. Technical BID of only those bidders shall be online opened whose documents listed at clause 2.11.2 of the TENDER have been received physically. The Employer shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
- 3.1.2 Technical Bids of those Bidders who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.
- 3.1.4 To facilitate evaluation of Technical BIDs, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

3.1.6 Tests of responsiveness

3.1.6.1 As a first step towards evaluation of Technical BIDs, the Employer shall determine whether each Technical BID is responsive to the requirements of this TENDER. A Technical BID shall be considered responsive only if:

- a) Technical BID is received online as per the format at Appendix-IA including Annexure I to VII;
- b) Documents listed at clause 2.11.2 are received physically;
- c) Technical Bid is accompanied by the BID Security as specified in Clause 2.1.6 and 2.1.7;
- d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
- e) Technical Bid is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;
- f) Technical Bid contains all the information (complete in all respects);
- g) Technical Bid does not contain any condition or qualification; and
- h) Digital payment of cost of Bid document of **Rs. 5,900 (Rupees Five Thousand Nine hundred only inclusive of 18% GST)** in favour of “**FA & CAO of Deendayal Port Authority**” and payable at Gandhidham is received;
- i) EMD shall be payable in the form of 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
- j) Integrity Pact agreement
 - 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.

- 3.1.6.2 The Employer reserves the right to reject any Technical BID which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Employer in respect of such BID.
- 3.1.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Employer as incorrect or erroneous, the Employer may reject / correct such claim for the purpose of qualification requirements.
- 3.1.8 Blank
- 3.1.9 After evaluation of Technical Bids, the Employer will publish a list of technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Applicants who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

The Employer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal and e-mail. The technically responsive bidders including joint venture partner(s), if any, shall inform the Employer through email in the prescribed format enclosed at Annexure VI A of Appendix 1A, for any change in their bid capacity, due to award/ declared to be the lowest bidder in any other project as on bid submission date. In case of no change, "NIL" information shall be furnished. If any of the qualified bidders fails to furnish the above information due to whatsoever reasons on bid submission date or fails to qualify in Bid Capacity in this changed scenario, his financial bid shall not be opened. The Employer shall open the online Financial Bids of the remaining bidders only on schedule date and time in the presence of the authorised representatives of the Bidders who may choose to attend. The Employer shall publicly announce the Bid Prices quoted by the technically responsive Bidder. Thereafter the Employer shall prepare a record of opening of Financial Bids.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price (excluding GST) shall be declared as the selected Bidder (the **Selected Bidder**).
- 3.3.2 In the event that two or more Bidders quote the same BID Price (the "**Tie BIDs**"), the Employer shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.3 Blank
- 3.3.4 After selection, a Letter of Acceptance (the **LOA**) shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, Employer shall execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. Upon submission of performance bond and signing of agreement within 28 days of acceptance by the Employer, Employer may issue Notice to proceed (NTP) the work.
- 3.3.6 EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering in to agreement with L1 and acceptance of Performance Guarantee from L1.

3.4 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer and/ or their employees/ representatives on matters related to the BIDs under consideration.

3.5 *Correspondence with Bidder*

Save and except as provided in this TENDER, the Employer shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.6 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.7 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4
4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LA or the Agreement, the Employer may reject a BID, withdraw the LA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Employer under Clause 4.1 hereinabove and the rights and remedies which the Employer may have under the LA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the Employer during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in

any manner, directly or indirectly, with the Bidding Process or the LA or has dealt with matters concerning the Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

- (ii) save and except as permitted under the Clause 2.2.1(d) of this TENDER, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person ‘s participation or action in the Bidding Process;
- (d) “Undesirable practice” means establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii)having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION-5
5. PRE-BID CONFERENCE

- 5.1 Pre-BID conference of the Bidders shall be convened at the designated date, time, and place. A maximum of **three** representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
- 5.3 Blank

SECTION-6

6. MISCELLANEOUS

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Gandhidham** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4** 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 to be paid only through digital mode of payment. EMD beyond Rs.5 lakhs be payable in form of 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 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- 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 he has 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 issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a

scanned copy of valid certificate. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and **signed 'Bid Securing Declaration'** as per format provided in the RFP tender document **(Appendix -II)**, failing which the bid shall be disqualified:-

NIC codes regarding similar work is mentioned below:

Level	Description
Subclass 30115	Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts, etc.)

6.5 INCOME TAX DEDUCTIONS FROM BILLS

- 6.5.1 Income Tax deduction @ prevalent rate and surcharge/GST as applicable on the payments to the contractor will be deducted from the bills as directed by the central board of director taxes, Ministry of finance, Government of India.

6.6 LABOUR

- 6.6.1 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.
- 6.6.2 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.

6.7 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.

- 6.8** For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for these purpose and before handing over the site on completion of the work, the contractor has to dismantle all these temporary structure erected by him. Completion certificate will be issued only after compliance of above aspects.

6.9 AMENDMENTS

The Board may, from time to time, add to or amend the regulation and on any question regarding the application,

interpretation or effect of these regulation the decision of the Chief Labour Commissioner or Deputy Chief Labour commissioner of the Government of India or any other person authorized by the Board in that behalf shall be final.

6.10 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor and the contractor has to obtain license/ Registration from the Assistant Labour Commissioner (C), as per rules, during the course of execution of work.

6.11 The contractor will have to obtain necessary License from Assistant Labour Commissioner (ALC) of local body/concern body , in case he is engaging twenty or more workers on any day during execution of work.

6.12 SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

(a) Workmen Compensation Act 1923: - The act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death at the rate of 15 days' wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.

(c) Employees P.F and Miscellaneous Provision Act 1952: - The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:

Pension to family pension retirement or death, as the case may

be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.

(d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer

The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract 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.

(k) Industrial Employment's (Standing Orders) Act 1946: - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

(l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of

employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: -

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

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

(p) Factories Act 1948: - The Act lays down the procedure for

approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

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.

6.13 *All royalties of materials, quarry fees, etc., payable by the contractor directly to the Authority concern and rates tendered shall be deemed to be inclusive of all charges. Before claiming security deposit, contractor shall produce “No dues certificate” from the Geologist, Geology and mining department of Local Authority/ Concern Authority.*

6.14 *Special Conditions for Environmental Protection*

- (i) The Contractor shall strictly follow-up the Environmental rules as per the Environmental Protection Act 1986. While execution of work and as directed by Engineer in Charge.
- (ii) All the Construction materials eg. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric material as directed by Engineer in Charge.
- (iii) The contractor should have stacked and dispose the waste material in such a manner which are not destroy the environment.
- (iv) The contractor shall sprinkle the water to minimize the dust emission.
- (v) Machine mixers, vibrators, way batchers plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
- (vi) Emission of NO₂ and SO₂ shall be maintained within the work site area as per the International Regulations (MARPOL).
- (vii) To prevent the minimize vibration and noise from machineries / vehicles during construction activities the contractor shall

take the remedial action to minimize noise pollution as under:

- (i) Provide adequate silencers attached with all vehicles and machineries. (ii) Install suitable mufflers on engine exhaust and compressor component. (iii) The diesel generators set shall be used of noise less.
- (viii) The contractor (s) shall stacked/stored the construction materials at adequate distance from coastal area.
- (ix) The contractor shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
- (x) The contractor (s) should discharge Waste water generated during Construction work as per CPCB/GPCB regulations.

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.5, 2.11 and 3.1.6)

DY. CHIEF ENGINEER (RO-RO)
DEENDAYAL PORT AUTHORITY

Administrative Office Building

Post Box No. 50

Gandhidham (Kutch)

Gujarat - 370201

Tel: 02836-233190

Fax: 02836-220050 E-mail:: ce@deendayalport.gov.in

&

dpt.roro@gmail.com

Sub: BID for **FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT.**

Dear Sir,

With reference to your TENDER dated 25.07.2024, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and it's the Annexure I to VII along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and rectification of the defects during the Defect Liability Period.

4. I/ We shall make available to the Employer any additional information it may find necessary or required to supplement or authenticate the BID.
5. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last two years, we have neither failed to perform for the works of DPA, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by Central Government or its implementing agencies for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer; and
 - (b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the TENDER; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 4.3 of the TENDER, in respect of any tender or tender document issued by or any Agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the TENDER, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the TENDER for the Project and information mentioned for the evaluation of the BID Capacity in Annexure VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the TENDER.
9. I/We believe that we /our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the TENDER.
10. I/ We declare that we / any Member of the Joint Venture or our/Joint Venture member are not a member of any other Joint Venture bidder submitting a BID for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we / any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.
15. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Employer being liable to us in any manner whatsoever.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/ We have studied all the Bidding Documents carefully and also visited the project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
19. I/ We offer a unconditional BID Security declaration in lieu of Bid security as per the TENDER.
20. The BID Security in the form of a Bank Guarantee is attached.
21. The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the TENDER, have been submitted in separate files.
22. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
23. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the TENDER, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
24. I/ We agree and undertake to abide by all the terms and conditions of the TENDER.

25. I / We, agree and undertake to be severally liable for all the obligations under the Contract Agreement.
26. We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement.
27. I/ We shall keep this offer valid for **120 (one hundred and twenty) days** from the BID Due Date specified in the TENDER.
28. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the TENDER.

Yours faithfully,

Date:

(Signature, name, and designation)

Place:

of the Authorised signatory)

Name & seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it and 'Blank' may be indicated there

APPENDIX - IB
Letter comprising the Financial BID
(Refer Clauses 2.1.5, 2.11.1 and 3.1.6)

Dated:

DY. CHIEF ENGINEER (RO-RO)
DEENDAYAL PORT Authority

Administrative Office Building

Post Box No. 50, Gandhidham (Kutch)

Gujarat - 370201

PHONE NO: 02836- 233192; FAX NO: 02836-220050

E-MAIL ADDRESS: ce@deendayalport.gov.in & dpt.roro@gmail.com

Sub: BID for “**FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT**” Project

Dear Sir,

With reference to your TENDER dated 25.07.2024, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the TENDER, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
4. I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the TENDER.
7. I/ We hereby submit our BID and offer BID Price.... $\pm\%$ of estimated bid price specified in the bid (..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
8. I/ We Acknowledge that the Bid price offered by me/us is inclusive of all applicable taxes under Govt. of India except Goods and Services Tax (GST). I also understand that the financial evaluation will be made on the bid price excluding GST.

Yours faithfully,

Date:

designation of the

Place:

(Signature, name and

Authorised Signatory)

Name & seal of Bidder/Lead Member:

Authorised Signatory:

ANNEX-I

Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
(e) GST Registration No:
(f) PAN No:
(g) PF Registration No.
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (i) Name:
 - (ii) Designation:
 - (iii) Address:
 - (iv) Phone Number:
 - (v) Fax Number:
 - (vi) Digital Signature Certificate ID number
 - (vii) The following information shall also be provided w.r.t clause 2.1.18.

S. No.	Criteria	Yes/No
1	If the Bidder has been barred by the (Central/State) Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise), does the bar subsist as on BID due date.	

(a) The following information shall also be provided w.r.t para-2.1.18

Name of Bidder:

Sl. No.	Criteria	Yes/No
1.	Has the Bidder been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking for the works of DPA, from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

5. In case of a Joint Venture:

- (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
- (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.1.15(g) should be attached to the Application.
- (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.1.15(d)}	Share of work in the Project {Refer Clauses 2.1.15(a), (f) & (h)}
1			
2			
3			

- (d) The following information shall also be provided w.r.t para 2.1.18 for each Member of the Joint Venture:

Name of Applicant/ member of Joint Venture:

Sl. No.	Criteria	Yes/No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking for the works of DPA, from participating in bidding.	
2	If the answer to 1 is yes, does the bar subsist as on BID due date.	

*The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV

6. A statement by the Bidder and each of the Members of its Joint Venture (wherever applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the **last 2 years** is given below (Attach extra sheets, if necessary) w.r.t para 2.1.19:

Name of Bidder / member of Joint Venture:

No.	Criteria	1st last year	2nd last year
1.	If bidder have either failed to perform for works of Government or Public Sectors Units or DPA, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled / terminated by Government or Public Sectors Units or its implementing agencies for breach by such Bidder or any of its Joint Venture Member along-with updated details of ongoing process of litigation / blacklisting.		

I/ We certify that we/ any of the JV partners do not fall in any of the above categories of being a non-performing entity.

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEX-II

Technical Capacity of the Bidder*(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the TENDER)***Name of Bidder:**

Project Code	Project Name	Project Value	Period	Date of completion
(1)	(2)	(3)	(4)	(5)
a				
b				
c				
d				
e				
f				

Qualification sought: 2.2.2.2(A) (i) or 2.2.2.2(A) (ii) or 2.2.2.2(A) (iii)**Bidder shall provide details in this space.****NOTE:**

- (i) Details for above projects shall be furnished in the format given in Annexure IV.
- (ii) The annexure-II shall be certified by the Statutory Auditor.
- (iii) Bidders to provide equipment deployment details and the covered workshop for the fabrication of floating pontoon and linkspan satisfying TENDER clause 2.2.2.2(B) (i) and (ii) respectively in separate sheets.
- (iv) **JV bidders shall submit the above separately for each member.**

ANNEX-III
Financial Capacity of the Bidder
(Refer to Clauses 2.2.2.3, 2.2.2.9 of the TENDER)

Annual Turnover (Last 3 (three) financial years)		
Year 1	Year 2	Year 3

Name & address of Bidder's Bankers:

The Bidder should provide details of its own Financial Capacity.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three financial years) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Blank.
3. Blank
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.17.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor 's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.2.9 (ii) of the TENDER.
7. JV bidders shall submit the above separately for each member.

ANNEX-IV

Details of Eligible Projects

(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the TENDER)

Name of the bidder:

Project Code: (Refer to Annex II)

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was constructed	
Location	
Project cost*	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	

***Cost of free supplied material by client shall not be included as project cost.**

Instructions:

- Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2.2 and 2.2.2.5 of the TENDER, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
- A separate sheet should be filled for each Eligible Project.
- Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
- Certificate from the respective clients must be furnished as per formats above for each Eligible Project. The certificate should be issued by competent authority of the organization not below the rank of Chief Engineer for the government organizations' and not below the rank of managing director for the private organizations and counter signed by bidder's statutory auditor. In case, statutory auditor is not signing the certificate, a separate certificate from bidder's statutory auditor shall be furnished for amount received for the eligible project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
- Payment received in respect of eligible project private firms shall be authenticated by submission of TDS certificates (Form 26AS).
- JV bidders shall submit the above separately for each member.**

ANNEX-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)

Date:

To,

DY. CHIEF ENGINEER (RO-RO)

DEENDAYAL PORT Authority

Administrative Office Building

Post Box No. 50

Gandhidham (Kutch)

Gujarat - 370201

PHONE NO: 02836- 233192

FAX NO: 02836-220050

E-MAIL ADDRESS: ce@deendayalport.gov.in & dpt.roro@gmail.com

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the application) satisfy the terms and conditions laid out in the TENDER.

We have agreed that (insert member 's name) will act as the Lead Member of our Joint Venture. *

We have agreed that (insert individual 's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf and has been duly authorized to submit the TENDER. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name, and designation of the authorised signatory)

For and on behalf of.....

ANNEX-VI

Information required to evaluate the BID Capacity under clause 2.2.2.1:

To calculate the value of “A”

1. A table containing value of Civil Engineering Works in respect to Eligible Projects (Turnkey projects / Item rate contract/ Construction works) undertaken by the Bidder during the last 7 financial years is as follows:

Sl. No.	F.Y Year / Calendar year	Value of Civil Engg. Works undertaken w.r.t. Projects (Rs. In Crores)
1	2023-24/2023	
2	2022-23/2022	
3	2021-22/2021	
4	2020-21/2020	
5	2019-20/2019	
6	2018-19/2018	
7	2017-18/2017	

2. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 7 financial years and value thereof is Rs. _____Crores (Rupees_____). Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. _____ Crores x _____ (*Updation Factor as per Appendix*) = Rs. _____ Crores (Rupees_____)

.....
.....
Name of the Statutory Auditor’s firm:
Authorised
Seal of the audit firm: (Signature, name and designation and Membership No. of

of
authorised signatory)

.....
.....
Signature, name and designation of
Signatory
For and on behalf of(Name

the Bidder)

To calculate the value of –B

A table containing value of all the existing commitments and on-going works to be completed during the next one year is as follows:

Sl. No.	Name of Project/Work	Percentage of participation of Bidder in the project	Dater of start / appointed date of project	Construction period as per Agreement /LOA	Value of contract as per Agreement /LOA ^β	Value of work completed	Balance value of work to be completed	Anticipated date of completion	Balance value of work at 2022-23/2022 price level
					Rs. in Crore	Rs. in Crore	Rs. in Crore		Rs. in Crore
1	2	3	4	5	6	7	8=(6-7)	9	10(3x8x#)

Updation Factor as given below:

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

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified and the certificate should be issued by competent authority of the organization not below the rank of Chief Engineer for the government organisations and not below the rank of managing director for the private organisations. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s and M/s, as on bid due date of this TENDER.

.....
.....

Signature, name and designation of firm:
Authorised Signatory
(Signature, name
For and on behalf of(Name
Membership No. of
of the Bidder)

.....
.....

Name of the Statutory Auditor's
Seal of the audit firm:
and designation and
authorised signatory)

Date:

^βIn case balance period of construction is less than the value of period of construction of the project for which bid is invited, then full value of contract as per Agreement/LOA to be mentioned, else, anticipated value of work to be completed in the period of construction of the project for which bid is invited is to be mentioned. In the absence of the anticipated value of work to be completed, the proportionate value shall be considered while evaluating the Assessed Available Bid Capacity.

Place:

Appendix - IA
Annexure-VI A

Format for information to be furnished by Technically Responsive Bidder regarding updated Bid Capacity as on bid submission date:

1. Name of instant project: -
2. Name of the Technically Responsive Bidder: -
3. Details of lowest/accepted bid price declared in favour of the Technically Responsive Bidder in any other project as on bid submission date.

Sl. no	Name of Work	Details and contact nos, email of Bid inviting authority	Lowest bid price as per financial bid opening (Rs. In lakhs)	Date & time when financial bid was opened	Date of LOA in case issued	Remarks, if any
1						
2						

I/ We hereby confirm that the information furnished above are latest and true to the best of my/our knowledge. We/I undertake to bear consequences as per provision of TENDER in case of any above mentioned is found to be incorrect.

Authorised Signatory

.....

Name:

Place: Date:

Note: Please enclose separate details for the Joint Venture Partner(s), if any

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India Department of Disinvestment

Block 14, CGO Complex
New Delhi.

Dated 13th JULY 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in
Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.

- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX - II

SPECIMEN FORMAT FOR BID SECURITY DECLARATION FROM BIDDERS (Applicable for MSEs bidder)

(To be executed on bidder's letter head)

Date: _____

Tender No. 04-P/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 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

Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

APPENDIX-III
Format for Power of Attorney for signing of BID.
(Refer Clause 2.1.8)

Know all men by these presents, We.....
(Bidder) do hereby irrevocably constitute, nominate, appoint and authorize
Mr./ Ms (name), son/daughter/wife of
..... and presently residing at, who is
presently employed with us and holding the position of
....., as our true and lawful attorney (hereinafter
referred to as the –Attorney) to do in our name and on our behalf, all such
acts, deeds and things as are necessary or required in connection with or
incidental to submission of our BID for the FABRICATION, INSTALLATION
OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING
PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT by DPA
(the –Employer) including but not limited to signing and submission of all
applications, BIDs and other documents and writings, participate in Pre-BID
and other conferences and providing information/ responses to the
Employer, representing us in all matters before the Employer, signing and
execution of all contracts including the agreement and undertakings
consequent to acceptance of our BID, and generally dealing with the
Employer in all matters in connection with or relating to or arising out of
our BID for the said Project and/ or upon award thereof to us and/or until
the entering into of the Contract with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm
all acts, deeds and things done or caused to be done by our said Attorney
pursuant to and in exercise of the powers conferred by this Power of
Attorney and that all acts, deeds and things done by our said Attorney in
exercise of the powers hereby conferred shall and shall always be deemed to
have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
..... 2....

For
(Signature, name, designation, and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title, and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/
Attested/ Authenticated*

(*Notary to specify as applicable)
(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-IV
Format for Power of Attorney for Lead Member of Joint Venture
(Refer Clause 2.1.9)

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

By this Power-of-Attorney **executed** on **this** day of (month) of 2024,
we,

(i) (..... *Name of legally authorized signatory of first partner to be filled in.....*), (ii) (..... *Name of legally authorized signatory of second partner to be filled in*),
..... hereby jointly authorize
and

agree the Lead Partner, M/s (... *Name of the lead partner to be filled in.....*), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of- **(name of work)** exclusively through Lead Partner.

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

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

.....
.....

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

APPENDIX V
Format for Joint Bidding Agreement for Joint Venture
(Refer Clause 2.1.9 & 2.1.15(g))

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

This Joint Venture / Consortium Agreement is made and entered into on this day of2024 by and between (i) M/s. **(Name of the firm to be filled-in)**, (ii)M/s..... **(Name of the firm to be filled-in)** ,
....., primarily for the work under the Deendayal Port Authority.

All the partners of the Joint Venture / Consortium hereinafter individually referred to as

the parties and collectively as the Joint Venture/Consortium ‘.

1. Formation of Joint Venture/Consortium

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

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

(iii)

1.2. On behalf of Board of Trustees of Deendayal Port (hereinafter referred to as

-Employer)), the Chief Engineer, DEENDAYAL Port Authority has invited bids from the experienced, resourceful and bonafid Developers with proven technical and financial capabilities of executing the work **(Name of Work)**.

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

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

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

parties to the present agreement.

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

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....**Name of JV/Consortium to be filled in**.....) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (**Name of the partner to be filled-in**) -

(ii) M/s..... (**Name of the partner to be filled-in**) -

(iii)

1.12. All the parties of the JV/Consortium shall be jointly and severally

liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....**Name of Partner to be filled-in**) shall carry out the following

works -----

c) (.....**Name of Partner to be filled-in**.....) shall carry out the following

works

d)

.....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the -Board of Port of Deendayal for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for nonperformance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s)of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead

Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the day of.....20...

(i) Signature Name

Designation seal &

Common seal of the firm

(ii) Signature Name

Designation seal

&

Common seal of the firm

Witness1

Witness2

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

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

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

make to agents, brokers or any other intermediaries, in connection with the award of the contract.

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

1. The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 – Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representative of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all 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 impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word "Monitor" would include both singular and plural.

Section 9 - Pact Duration

- 9.1. This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact, as specified above unless it is discharged / determined by the 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.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

Dy. Chief Engineer

(Office Seal) (Office Seal)
Deendayal Port Authority

Witness-1:
(Name & Address)

(For & on behalf of the Bidder/Contractor)

Witness-1:
(Name & Address)

RAJESH MEHANI
XEN (C-1), DPA

Place : Gandhidham Date : __/__/20__

Note: The bidder has to execute Integrity Pact Agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr 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

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

APPENDIX VII
NON - DISCLOSURE AGREEMENT

BLANK

APPENDIX VIII
LETTER OF ACCEPTANCE
(On letterhead paper of the port)

Dated

TO:

DY. CHIEF ENGINEER (RO-RO)

DEENDAYAL PORT Authority

Administrative Office Building

Post Box No. 50

Gandhidham (Kutch)

Gujarat - 370201

PHONE NO: 02836- 233192

FAX NO: 02836-220050

E-MAIL ADDRESS: ce@deendayalport.gov.in & dpt.roro@gmail.com

Dear Sirs,

Sub: Tender no. P: 04-P/2024

**“FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND
MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT
GHOGHA- GUJARAT.”**

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 here by 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 until 28 (twenty-eight) days from the date of
completion obligations expiry of taking over certificate subject to removal of
Defects Period i.e. up to 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 signature

APPENDIX IX
ISSUE OF NOTICE TO PROCEED WITH THE WORKS
(Letterhead of the Port)

_____Dated

To

(Name and address of the contractors) Dear Sirs,

Sub.: Tender for “**FABRICATION, INSTALLATION OF NEW PONTOON AND REPAIR AND MAINTENANCE OF EXISTING PONTOON FOR RORO/ROPAX FACILITY AT GHOGHA- GUJARAT.**”

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause of general conditions of contract] and signing of the contract for execution of the___ you are hereby instructed to precede 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,

(Signature, name and title of Signatory authorized to sign on Behalf of employer/board)