

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT



TENDER DOCUMENT FOR

**Transportation of sweet water from E.O / C.H.D. to Anchorage, Flamingo,
all Non-residential building at Gopalpuri & A.O. building at Gandhidham
(For two years)**

Executive Engineer (TD)
Town Development Division,
Annexe, A.O. Building,
Room No. 105, Ground Floor,
Deendayal Port Authority,
Gandhidham (Kutch) – 370201.
District-Kutch-Gujarat (India)
E-mail: - tddivisionkpt@gmail.com
estateofficegopalpuri@gmail.com

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NAME OF WORK:- Transportation of sweet water from E.O / C.H.D. to Anchorage, Flamingo, all Non-residential building at Gopalpuri & A.O. building at Gandhidham (For two years).

STANDARD GENERAL CONDITIONS FOR CIVIL CONTRACTS

- DC 1 : Bid Reference
- NIT : Invitation for Bids
- SECTION 1 : Instruction to Bidders
- SECTION 2 : Forms of Bid, Qualification Information
- SECTION 3 : Conditions of Contract and Special Conditions
- SECTION 4 : Form of Securities
- SECTION 5 : Bill of Quantities

DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO.: - 13-TD/2024

NAME OF WORK: TRANSPORTATION OF SWEET WATER FROM E. O / C.H.D. TO ALL NON-RESIDENTIAL BUILDING AT A.O. BUILDING, GANDHIDHAM (FOR TWO YEARS).

PERIOD OF DOWNLOADING OF BID DOCUMENTS

From : 20/11/2024

To : 12/12/2024

LAST DATE AND TIME FOR RECEIPT OF BIDS

DATE : 12/12/2024

TIME : 16:00 HRS.

TIME AND DATE OF OPENING OF BIDS:

Date : 12/12/2024

Time : 16:00 Hrs

PLACE OF OPENING OF BIDS : CHAMBER OF EXECUTIVE ENGINEER (TD), TOWN DEVELOPMENT DIVISION, ANNEXE, A.O. BUILDING, GANDHIDHAM – KUTCH (GUJARAT STATE).

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

NOTICE INVITING ONLINE TENDER

ONLINE TENDERING (E-Tendering)

Details about tender:

Department Name	Civil Engineering Department
Circle/ Division	Town Development Division, A.O. Building, Gandhidham (Kutch)-370201.
Tender Notice No.	13-TD/2024
Name of Work	Transportation of sweet water from E.O / C.H.D. to Anchorage, Flamingo, all Non- residential building at Gopalpuri & A.O. building at Gandhidham (For two years)
Estimated Contract Value (INR)	Rs. 29,45,940.00
Period of Completion (in Months)	24 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March 2023, should be at least 30% of the estimated cost i.e. Rs. 8.84 lakhs. (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive).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:

(i) Three similar completed works, each work costing not less than 40 % of the estimated cost i.e Rs. **11.78** lakhs (**excluding GST**).

OR

(ii) Two similar completed works, each work costing not less than 50 % of the estimated cost i.e. Rs. 14.73 lakhs (**excluding GST**).

OR

(iii) One similar completed work costing not less than 80 % of the estimated cost i.e. Rs. **23.57** lakhs (**excluding GST**).

3. “Similar Works” means, experience of **“SUPPLY OF WATER”**. The contractors those who are registered with Deendayal Port Authority in Class B-2 (up to 30 lakhs) under **SUPPLY OF WATER** category shall be directly eligible and need not to submit documents for qualification except copy of registration with DPA in appropriate class and category, submission of relevant documents required to preliminary bid stage criteria i.e. Tender fees, EMD, and tender documents duly sealed and signed. If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.

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 along with

TDS certificates. Further, if sub contract permission is not authenticated, the respective bidder shall be considered as Non-responsive. The decision taken by DPA shall be final.

Joint Venture	Not Allowed
Rebate	Applicable
Bid Document Fee :	Rs. 500.00 + 18% GST = Rs. 590.00 (Including GST) (Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded)
Bid Document Fee Payable To:	Account of Deendayal Port Authority, Digital Mode of Payment at Bank of Baroda Gandhidham, Branch Account No. 10080100022427 IFSC code. BARB0GANKUT
Bid Security/ EMD (INR)	Rs. 29,459.00
Bid Security/ EMD (INR) In Favour Of :	FA & CAO, Deendayal Port Authority, Gandhidham Digital Mode of Payment at Bank of Baroda Gandhidham, Branch Account No. 10080100022427 IFSC code. BARB0GANKUT
Bid Document Downloading Start Date	20 /11/2024
Bid Document Downloading End Date	12 /12/2024 up to 16:00 Hrs.
Last Date & Time for Receipt of Bids	12/12/2024 @ 16:00 Hrs.

Bid Validity Period

120 Days

Condition ::

In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise 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 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 (Annexure II), failing which the bid shall be considered non-responsive. Such bidders shall upload the scanned copy of valid certificate in Preliminary bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below.

NIC codes regarding similar work is mentioned below:-

LEVEL	DESCRIPTION
Section- E	ELECTRICITY, GAS AND WATER SUPPLY
Division-41	COLLECTION, PURIFICATION AND DISTRIBUTION OF WATER
Group-410	Collection, Purification and distribution of water
Class - 4100	Collection, Purification and distribution of water
Sub-Class - 41000	Collection, Purification and distribution of water

The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This

Remarks :: submission shall mean that EMD, Tender Fee UTR Number are received. Accordingly offer of only those shall be opened whose EMD, Tender Fee, are 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 Executive Engineer (TD.), TD Division, A.O. BUILDING-ANNEX, GANDHIDHAM KACHCHHH-370201, within 7 days from the last date of opening.

Technical Bid shall be opened on 12/12/2024 Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.

Bid Opening Date :: Technical Bid will be opened on 12/12/2024 Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.

Documents required to be submitted by scanning through online ::

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

Officer- Inviting Bids: Executive Engineer (TD), Town Development Division, Annexe, A.O. Building, Gandhidham (Kutch)-370201.

Bid Opening Authority: Executive Engineer (TD)

Address: Town Development Division, Annexe, A.O. Building, Gandhidham (Kutch)-370201

Contact Details :: +91 8299830390

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

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)

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

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

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

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

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

Bid Document.

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

IV. Certificate of Financial Turnover from CA.

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

VI. Affidavit as per provisions of NIT.

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

SECTION -1

INSTRUCTIONS TO BIDDERS

GENERAL

1. Scope of Bid

- 1.1 The Executive Engineer (TD), Deendayal Port Authority, invites bids by E-Tendering for work of “**Transportation of sweet water from E.O / C.H.D. to Anchorage, Flamingo, all Non-residential building at Gopalpuri & A.O. building at Gandhidham (For two years)**” detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the work by the intended completion date specified in the contract condition.

2. Source of Funds

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

3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No .4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information.
- 3.3 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

- 4.1 Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least **Rs. 8.84 Lakhs.**
- 4.2 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:

1. Average annual financial turnover during the last three years ending 31st March 2023, should be at least 30% of the estimated cost i.e. Rs. **8.84** lakhs.

OR

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:

OR

(i) Three similar completed works, each work costing not less than 40 % of the estimated cost (Rs. **11.78** lakhs)) **excluding GST.**

OR

(ii) Two similar completed works, each work costing not less than 50 % of the estimated cost (Rs. **14.73** lakhs)) **excluding GST.**

OR

(iii) One similar completed work costing not less than 80 % of the estimated cost (Rs. **23.57** lakhs)) **excluding GST.**

4.3 “Similar Works” means, experience of **“SUPPLY OF WATER”** The contractors those who are registered with DEENDAYAL PORT AUTHORITY in Class B-2 (upto 30 lakhs) under **SUPPLY OF WATER** category shall be directly eligible and need not to submit documents for qualification except copy of registration with DPA in appropriate class and category, submission relevant documents required to preliminary bid stage criteria i.e. Tender fees, EMD, and tender documents duly sealed and signed. If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.

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 along with TDS certificates. Further, if sub contract permission is not authenticated, the respective bidder shall be considered as Non-responsive. The decision taken by DPA shall be final.

In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise 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 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 (Annexure II), failing which the bid shall be considered non-responsive. Such bidders shall upload the scanned copy of valid certificate in Preliminary bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below.

NIC codes regarding similar work is mentioned below:-

LEVEL	DESCRIPTION
Section- E	ELECTRICITY, GAS AND WATER SUPPLY
Division-41	COLLECTION, PURIFICATION AND DISTRIBUTION OF WATER
Group-410	Collection, Purification and distribution of

	water
Class -4100	Collection, Purification and distribution of water
Sub class- 41000	Collection, Purification and distribution of water

4.4 All bidders shall scan and forward the following information and documents with their bids: -

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- c. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past 3 years.
- d. Authority to seek references from the Bidder's bankers.
- e. PAN, GST No., Provident Fund Authorities.
- f. EMD and tender fee as prescribed in notice inviting online tender.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. An undertaking to the effect that no change has been made in the tender documents; and they have not been banned / de-listed by any reputed organisation in past.

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

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Invitation of Bids (NIT)

SECTION 1 Instructions to Bidders

SECTION 2 Forms of Bid, Qualification Information

SECTION 3 Conditions of Contract and Special Condition

SECTION 4 Forms of Securities

SECTION 5 Bills of Quantities

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

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

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

9. Language of Bid

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

10. Documents comprising the Bid

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

A) Preliminary Bid

- (i) Bid Security (EMD and Tender fee)

B) Technical Bid :

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

C) Financial Bid :

- (i) Contractors Bid duly filled and digitally signed by bidder.
(ii) Price Bill of Quantities duly filled and digitally signed by bidder.

11. Bid Prices

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

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

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

11.4 **GST Clause**

The bidder shall quote the Rates exclusive of GST. The rate of GST shall be quoted separately which shall be reimbursed by DPA after ascertaining necessary compliance as per GST Act 2017.

11.5 The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00

12. Currencies of Bid and Payment

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

13. Bid Validity

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

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

14. Bid Security (Earnest Money Deposit-EMD)

A. Earnest money Deposit (EMD) shall be **Rs. 29,459.00/-** to be submitted in form of Digital mode of payment in following Account.

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

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

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

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

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

E. The Bid I Security may be forfeited, if

(a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity,

(b) The Bidder does not accept the correction of the Bid Price, pursuant to any arithmetic errors, or

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

(i) Sign the Agreement

(ii) Furnish the required Performance Security.

15. Alternative Proposals by Bidders

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

16. Format and Signing of Bid

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

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

D. SUBMISSION OF BIDS

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

The accompaniments to the tender documents as described under Clause 4.4 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (TD) within 7 days of opening of the tenders.

The envelopes shall

(a) be addressed to:

The Executive Engineer (TD),
TD. Division, A.O. Building,
Room No. 105, Ground Floor,
Deendayal Port Authority,
Gandhidham-Kutch-370201.
Gujarat-State.

(b) bear the following identification:

Accompaniments for “Transportation of sweet water from E.O / C.H.D. to Anchorage, Flamingo, all Non-residential building at Gopalpuri & A.O. building at Gandhidham (For two years)”

Bid reference No. 13-TD/2024

Name and address of the bidder.

18. Deadline of Submission of the Bids

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

The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

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

19. Late Bids

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

20. Modification and Withdrawal of Bids

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

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

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

E. BID OPENING AND EVALUATION

21. Bid Opening

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

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

22. Clarification of Bids

22.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

22.2 Subject to Sub-Clause 22.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.

22.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Examination of Bids and Determination of Responsiveness

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

2. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding

documents, without material deviation or reservation. A material deviation or reservation is one:

(a) Which effects in any substantial way the scope, quality or performance of the works;

(b) Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

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

24. Evaluation and Comparison of Bids

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

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

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

F. AWARD OF CONTRACT

25. Award Criteria

The Employer will award the contract to the bidder whose Bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L-2) shall be kept in reserve and may be invited to match the bid submitted by the (L-1) bidder in case such bidder withdraws or is not selected for any reason.

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

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

27. Notification of Award and Signing of Agreement.

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

2. The notification of award will constitute the formation of the contract subject to the furnishing of a Performance Security in accordance with the provisions of Clause 28.

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

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

28. **Performance Security**

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

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

29. Corrupt or Fraudulent Practices

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

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

(i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

30. Arbitration Clause

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

- of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
 - (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
 - (iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
 - (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
 - (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
 - (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
 - (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
 - (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.

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

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

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

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

To

The Executive Engineer (TD),
TD. Division, A.O. Building,
Room No. 105, Ground Floor,
Deendayal Port Authority,
Gandhidham-Kutch-370201.
Gujarat-State.

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications.
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing No.
- (c) our tender shall be valid for the period of 120 days , from the date fixed for the tender submission deadline in accordance with [ITB Clause 18], and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with [ITB Clause 18]; We also undertake that no changes have been made in Tender Documents (ITB Clause 18).
- (d) If our tender is accepted, we commit to submit a Performance Guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture.
- (f) Our firm, its affiliates or subsidiaries including any subcontractors or contractors for any part of the contract has not been declared ineligible by the port, under laws of India or official regulations in accordance with [ITB Sub-Clause no.3.4]

(g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with [ITB Sub-Clause 27] and as per specimen from the purpose;

- I. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- II. We also make a specific note clauses of [ITB,NIT] under which the contract is governed.

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

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

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

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

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders:

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm

YEAR	TURN OVER
2021-22	
2022-23	
2023-24	
Average	

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

3. Similar works

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

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

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

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

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

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

6. Additional information bidder may like to submit
 Duly authorized to sign this authorization on behalf of (insert complete name of tenderer)

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

LETTER OF ACCEPTANCE
(On letter paid of the Port Authority)

_____ (date)

To: _____
(Name and address of the contractor)

Dear Sirs,

Sub: Tender No:- 13 -TD/2024

“Transportation of sweet water from E.O / C.H.D. to Anchorage, Flaming, all Non-residential building at Gopalpuri & A.O. building at Gandhidham (For two years)”

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 upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e upto _____ and also sign the contract agreement within {_____} days of the receipt of this letter of acceptance , failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signatory

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

_____ dated

To

(Name and address of the contractors)

Dear Sirs,

Sub: Tender No. 13 -TD/2024

NAME OF WORK “Transportation of sweet water from E.O / C.H.D. to Anchorage, Flaming, all Non-residential building at Gopalpuri & A.O. building at Gandhidham (For two years)”

Ref: Letter of Acceptance No.

dated.....

Pursuant to your furnishing the requisite security as stipulated in [Clause 28 of General Instructions to Bidders)] and signing of the contract for execution of the subject work, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is here by notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

Chief Engineer
DPA

SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

AGREEMENT

This agreement made this _____ day of _____

between

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. The following documents shall be constitute the contract between the employer/board and the Contractor, and each shall be read and construed as an integral part of the contract relating to the said work, viz.
 - (a) This contract Agreement :
 - (b) Special conditions of Contract:
 - (c) General conditions of Contract:
 - (d) Technical requirements (including schedule of requirements and technical specifications, drawings):
 - (e) Notice inviting tender:
 - (f) Replies issued to the pre-bid queries, addenda if any issued[Numbers and Date]:
 - (g) The Contractor's bid and original price and delivery schedules:
 - (h) The employer/board's notification of award:[insert Letter of Acceptance No.& Date]
 - (i) Correspondence the employer/board has exchanged with the bidder till and after award of

contract vide:[insert W.O.No.&Date].

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

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

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

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

(insert Contractor's Name and address)

For behalf of the contractor:

WITNESS:(Name,Signature,address)

1. -----

2. -----

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

Presence of :

Chief Engineer
Deendayal Port Authority

For and behalf of the employer/board

WITNESS:(Name,Signature,address)

1. -----

2. -----

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

Secretary
Deendayl Port Authority

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

Bid Security Declaration Form

Date: _____ Tender No. _____

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

I/We. The undersigned, declare that:

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

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

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

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

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

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

SECTION 3

**CONDITIONS OF CONTRACT AND SPECIAL
CONDITIONS**

SPECIAL CONDITIONS AND SPECIFICATIONS

Name of work: **Transportation of sweet water from E.O / C.H.D. to Anchorage, Flamingo, all Non-residential building at Gopalpuri & A.O. building at Gandhidham (For two years)**

1. The provisions in special conditions and specification which form a part of contract have precedence over those specified in General Conditions and content in case of diversity if any.
2. The work shall be carried out in Gopalpuri, AO building, Gandhidham.
3. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer in charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and orders. After the completion of the work, the site order book in good condition shall be handed over to the department by the contractor.
4. The value of stamp to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution of contract. However, if the contractor furnishes the GPF notes of approved guarantee in respect of part of Security Deposit the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with latest provision of law enforced on the date of execution of contract. All the cost of stamp duty shall be borne by the contractor.
5. The Engineer-in-charge shall be entitled to deduct or adjust any sums or money payable by the contractor to the Board under the terms of any previous contract executed by him or on him behalf from the Security Deposit any sums or become due from the present contract.
6. **The work shall be carried out by the Contractor in accordance with the terms and condition of tender.**
7. All the rules and regulation governing the Deendayal Port Authority shall be applicable.
8. Tenders with any inscription in **Schedule–B** or other enclosures shall not be considered.
9. All the Labours acts, rules regulations in force from time to time are be followed by the contractor.

10. The LOA intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the board having common seal of the Board.
11. The tender for the work shall remain for acceptance for 120 days from the date of opening of the preliminary bid.
12. The Contractor has to supply water in tankers which are in good condition and no any leakage in tankers. Moreover, the contractor has to make arrangement, if required for extra pipe required at the time of delivery of water in the tanks.
13. The rates quoted shall be firm and not subject to variation due to amendment of the Tax laws or otherwise by the Central/State Government or any local authority etc.
14. All tools and tackles required for the execution of work shall have to be arranged by the contractor at his own cost.
15. The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authorities prior to acceptance of the tender and thereafter shall form part of agreement even though formal agreement duly signed is not executed.
16. The Contractor shall furnish INCOME TAX, PAN & GST documents while submitting tender.
17. The tenderer shall give undertaking that they have not been banned / de-listed.
18. The Deendayal Port Authority has introduced Electronic Clearing System. The tenderers are required to furnish necessary details of Bank account etc. as per “Annexure –II” enclosed.
19. During the operation of work contractor has to ensure all safety measures for workers.
20. The Bidder shall disclose any payment made or proposed to be made to any intermediaries / agents etc. in connection with the bid.
21. Force Majure: This will be restricted to act of God only.
22. The tenderers are not expected to make any post tender modification Hence the tender should not make nay correspondence regarding the tenders after submission of the same on due date name and time. No

cognizance of any correspondence shall be taken and if any tenderer persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.

23. The contractor shall ensure not to cause any damage to the port properties in the port properties in the vicinity of work site during execution of work. If any damage occurs due to workmen / machinery of the contractor, the contractor has to make good the loss / damage at his cost.
24. The Water is to be located at W.T Estate office & Transported & unloaded in U/G & O.H Tanks at Guest House, Hospital, Chairman Bungalow, Old chairman bungalow, A.O. Building, Staff Club, S.V.P. Hall at as when as where required.
25. The quantity of any item may varies as per site condition and requirement and no claim for variation of quantity will be entertained.
26. The tender should submit firm offer without any price variation and no escalation would be considered.
27. The Transportation vehicle / Tanker of sweet water used to transport sweet water shall be clean, hygiene for all areas.
28. **GST Clause**
 - (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
 - (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
 - (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
 - (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.

- (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
 - (f) “Contractor / Service Provider / Supplier etc. have to ensure timely and proper filling of GSTR 1 so that DEENDAYAL PORT AUTHORITY can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier etc.”
 - (g) The GST & TDS shall be deducted as per applicability of contract on the total gross work order amount of Rs. 1 (one) crore or above. No labour charges or other charges can be deducted from the contract bills & TDS is to be deducted on the gross contract bill amount. Due to any increase / excess of amount arises subsequently and the total amount becomes more than 1.00 crores than the GST shall be deducted on the entire total amount of work & TDS shall be recoverable on full amount.
29. The Contractor shall carry out work as per specification & time line failing which notice will be issued and after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tender of civil engineering department for period of two years.
30. The rate quoted by contractor shall be realistic. During the evaluation of the tender, if rates quoted by the contractor are found un-realistic, the tender shall be considered non-responsive & engineer-in-charge reserve right to cancel no any correspondence shall be entertained in this regard.
31. **If the contractor fails to supply of water as per requirement of DPA, then DPA shall impose penalty as per provision of Clause No. 34.**
32. The bank Guarantee/FDR submitted in lieu of performance security should be of any nationalized/Scheduled Bank (Except Co-operative Bank) having its branch at Gandhidham. The Bank Guarantee received from respective bank through registered A.D. shall only be accepted.
33. The rates quoted shall remain firm during the contract period of 24 months. Increase in rates on account of increase in the prices of fuel, hire charges, labour charges, taxes, other charges, etc. or in any other account shall not be allowed.

34. **PENALTY CLAUSE**

In case of delay in supplying of water as per requirement of DPA, then DPA reserves the right to impose penalty @ Rs. 2000/- for delayed supply of water by every two hours.

35. The tenderer is advised to read and examine the tender documents for the work. The tenderer should inspect and examine the site and its surroundings by himself before submitting tender to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable & any other relevant information required by them to execute work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the DPA at a later date.
36. The supplier shall comply with all existing labour legislation and Acts such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. or any modifications thereof or any other law in. For any lapse or breach on the part of the Contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the supplier would be fully responsible and would indemnify the DPA, in case the DPA is held liable for the lapse if any, in this regard.
37. The supply tanker used for multistory building booster pump should be fixed in supply vehicle. No extra will be paid by DPA.
38. The contractor shall not submit any dispute / claim what so ever so long as the total amount of variation does not exceed plus or minus 30% of the total contract value awarded.

**Executive Engineer (TD)
Deendayal Port Authority**

Contractor

SECTION 4

FORMS OF SECURITIES AND OTHER FORMATS

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

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

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

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

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

(Name of the contractor/s)

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

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____)

_____ only we, the (Name of the Bank and Address)

_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

3. We, _____, undertake to pay to the
(Name of Bank and Branch)
Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ further agree with the Board that the
(Name of Bank and Branch)
guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)
of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
5. We, _____ further agree with the Board that the
(Name of Bank and Branch)
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- (b) This Bank Guarantee shall be valid upto _____ ; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”
- Date _____ day of _____ 20

For (Name of Bank)

(Name)
Signature

Annexure – “II”

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

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

DECLARATION BY THE PARTY: -

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

Signature of the Party
With the seal

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

To

(Project Title)

Ref: _____

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALL BGs
(To be executed on Bank's Letter Head)

Date:

To,
The Board of Deendayal Port Authority,

Dear Sir,

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favouring

yourselves

issued on a/c of

M/s. _____
(Name of contractor)

.....

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

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

Name of signature of Bank Officer

SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID
(To be executed on Rs.300/- Non-Judicial Stamp Paper)

To
The

Dear Sir,

We-----

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

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

SECTION 5

BILL OF QUANTITY

SCHEDULE - "B"