



दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY



Off-Shore Oil Terminal Department
Tender Notice No OOT/Civil/193/CSRVADINAR/2023
**TENDER DOCUMENT FOR
CONSTRUCT THE COMPOUND WALL AROUND THE COMMUNITY HALL AT VADINAR
VILLAGE
PORT OFFICE**

Executive Engineer [Civil],
Administration Office Building,
Off-Shore Oil Terminal Department,
Deendayal Port Authority, Vadinar,
Gujarat – 361 010
Phone: +91 2833-257334/+91 9742501353
Email: eecivil.oot@deendayalport.gov.in
daworks.oot@deendayalport.gov.in

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STANDARD GENERAL CONDITIONS FOR CIVIL CONTRACTS

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DEENDAYAL PORT AUTHORITY

DC: 1

COMPETITIVE BIDDING

AGREEMENT NO:

OOT/Civil/193/CSRVADINAR/2023

NAME OF WORK: CONSTRUCT THE COMPOUND WALL
AROUND THE COMMUNITY HALL AT VADINAR VILLAGE

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : 06/02/2025

TO : 27/02/2025 upto 14:00 hours

OPENING OF BIDS : 27/02/2025 at 15:00 hours

PLACE OF OPENING OF BIDS : Chamber of Executive Engineer (Civil)
Civil Division, AO Building, Vadinar
Devbhumi Dwarka (Gujarat State)

OFFICER INVITING BIDS :
Executive engineer (civil)

DPA Vadinar

NOTICE INVITING ON LINE TENDER

Details about tender:

| | |
|----------------------------------|--|
| Department Name | Offshore Oil Terminal, DPA - Vadinar |
| Circle/ Division | Civil Division, A.O. Building, Vadinar (Devbhumi Dwarka) – 361010 |
| Tender Notice No. | OOT/Civil/193/CSRVADINAR/2023 |
| Name of Project | CONSTRUCT THE COMPOUND WALL ARROUD THE COMMUNITY HALL AT VADINAR VILLAGE |
| Name of Work | CONSTRUCT THE COMPOUND WALL ARROUD THE COMMUNITY HALL AT VADINAR VILLAGE |
| Estimated Contract Value (INR) | Rs.2859455/- |
| Period of Completion (in Months) | 09 Months |
| Bidding Type | Open |
| Bid Call (Nos.) | One |
| Tender Currency Type | Single |
| Tender Currency Settings | Indian Rupee (INR) |

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|---------------------|--|
| Qualifying Criteria | <ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March of the previous financial years should be at least Rs 8.58 lacs.2. Solvency certificate from bankers for Rs11.44 lacs not older than six months as on the date of opening of bid.(not applicable)3. Experience of having successfully completed similar building works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:<ol style="list-style-type: none">(i) Three similar completed works each costing not less than R 11.44 Lacs(ii) Two similar completed works each costing not less than Rs 14.30 Lacs(iii) One similar completed work costing not less than Rs 22.88 Lacs4. "Similar Works" mean Construction or Maintenance of building works/Civil works5. The Agency must have PAN No, GST No and Bank account in any Nationalized Bank and they will have to furnish their Bank account details ' |
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| | | | | | | | | | |
|--------------------------------------|--|-------------|--------------------------|------------------------|--------------------------|-------------|-------------------|-----------------|---|
| | <p>6. In case of Micro and Small Enterprise (MSEs) 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 as per National Industrial Classification-2008 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.</p> <table border="1" data-bbox="813 537 1370 940"> <tr> <td>Division 41</td> <td>Construction of building</td> </tr> <tr> <td>Group 410 & Class 4100</td> <td>Construction of building</td> </tr> <tr> <td>Division 42</td> <td>Civil Engineering</td> </tr> <tr> <td>Sub Class 42101</td> <td>Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways.</td> </tr> </table> <p>Also, bidder claiming relaxation of tender fee and EMD are required to submit bid securing declaration form along with their bid. (Form 14)</p> <p>7. Copy of requisite documents in support of above mentioned eligibility conditions must be enclosed with the tender</p> | Division 41 | Construction of building | Group 410 & Class 4100 | Construction of building | Division 42 | Civil Engineering | Sub Class 42101 | Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways. |
| Division 41 | Construction of building | | | | | | | | |
| Group 410 & Class 4100 | Construction of building | | | | | | | | |
| Division 42 | Civil Engineering | | | | | | | | |
| Sub Class 42101 | Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways. | | | | | | | | |
| Joint Venture | Not Allowed | | | | | | | | |
| Rebate | Applicable | | | | | | | | |
| Bid Document Fee | Rs.1,180/- | | | | | | | | |
| Bid Document Fee Payable To | Deendayal Port Authority, Vadinar | | | | | | | | |
| Bid Security/EMD (INR) | Rs. 28595 /- | | | | | | | | |
| Bid Security/EMD (INR) In Favour of | Deendayal Port Authority, Vadinar | | | | | | | | |
| Bid Document Downloading Start Date | 06/02/2025 | | | | | | | | |
| Bid Document Downloading End Date | 27/02/2025 upto 13:00 hours | | | | | | | | |
| Last Date & Time for Receipt of Bids | 27/02/2025 /upto 14:00 hours | | | | | | | | |

| | |
|---|---|
| Bid Validity Period | 120 days |
| Condition | RTGS to Deendayal Port Authority Account No. 32531010002572, Bank of India, Vadinar, IFSC: BKID0003253 |
| | for EMD & tender fee shall be submitted in electronic format only through on-line (by scanning) while uploading the bid. This submission shall mean that EMD & tender fee are received. Accordingly offer of those shall be opened whose EMD & tender fee is received electronically. However for the purpose of realization, bidder shall send the same in original to Executive Engineer [Civil] at the time of tender opening or send the same through RPAD so as to reach to Executive Engineer [Civil], Civil Division, AO Building, Vadinar within 07 days from the last date of opening. |
| Remarks | EMD, Tender Fee and other required documents need to be submitted during office hours in person or by RPAD/Speed post in the office of Executive Engineer, Civil Division, AO Building, Vadinar (Devbhumi Dwarka) – 361010. Phone: 0288-2573006 upto 15:00 hours on _____. |
| Bid Opening Date | Technical Bid will be opened on <u>27/02/2025</u> @ 15:30 hours in online system. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. |
| Documents required to be submitted by scanning through online | <ul style="list-style-type: none"> a. Documents in support of fulfilling qualifying criteria as indicated above or Registration Certificate as the case may be. b. EMD in DPA Accounts by RTGS/NEFT. c. Tender fee by RTGS/NEFT d. As indicated in Clause 1.5.5 of Instructions for tendering. |

| | |
|------------------------|---|
| Officer- Inviting Bids | Executive Engineer (Civil), A.O. Building, Vadinar Devbhumi Dwarka – 361010 |
| Bid Opening Authority | Executive Engineer (Civil) |
| Address | Executive Engineer (Civil), Civil Division, A.O. Building, Vadinar Devbhumi Dwarka–361010 |
| Contact Details | 0288 – 2573006 |

Executive Engineer (Civil)
Deendayal Port Authority-OOT, Vadinar

SECTION -1
INSTRUCTIONS TO BIDDERS

1.1.0 SCOPE OF WORK:

1.1.1 The owner intends to carry out “Construct the compound wall around the community hall at vadinar village

1.2.0 SCOPE OF BID: The Executive Engineer (Civil), Deendayal Port Authority, invites bids by E-Tendering for construction of work out “Construction the compound wall around community hall at vadinar village.” detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.

1.2.1 The successful bidder will be expected to complete the work by the intended completion date specified in the contract data.

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

1.4.0 ELIGIBLE BIDDERS

1.4.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No .1.5.0.

1.4.2 All bidders shall provide in Section-2, form of Bid and Qualification Information.

1.4.3 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.

1.4.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

1.5.0 ELIGIBILITY CRITERIA

1.5.1 Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.8.58 Lacs.

1.5.2 Solvency certificate from bankers for Rs.11.44 Lacs not older than six integrity months as on the date of opening bid. **(Not Applicable)**

1.5.3 Experience of having successfully completed similar Building works during last 07 years ending last day of month previous to the one in which applications are invited should be either of the following:

1.5.3.1 Three similar completed works each costing not less than Rs. 11.44 Lacs.

1.5.3.2 Two similar completed works each costing not less than Rs. 14.30 Lacs.

1.5.3.3 One similar completed works costing not less than Rs 22.88 Lacs.

1.5.3.4 "Similar Works" means Construction or Maintenance of building work.

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

1.6.1 Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.

1.6.2 Total monetary value of construction work performed for each of the seven years.

1.6.3 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.

1.6.4 Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past three years.

1.6.5 Authority to seek references from the Bidder's bankers.

1.6.6 PAN, Registration with GST, Provident Fund Authorities.

1.6.7 EMD in approved form as prescribed under Clause No.

1.19,1.20,1.21.0

1.6.8 Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

1.6.9 An undertaking to the effect that no change has been made in the tender document; and they have not been banned/de-listed by any reputed Organization in past.

1.6.10 The Contractor register with DPA in _____ & above appropriate class of building category need not require submitting any document for prequalification. However they may submit scanned copy of valid registration letter issued by DPA.

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

1.6.11.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or;

1.6.11.2 Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

1.7.0 ONE BID PER BIDDER

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

1.8.0 COST OF BIDDING

1.8.1 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.

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

1.10.0 BIDDING DOCUMENTS

1.10.1 Content of Bidding Documents

1.10.2 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with Clause 1.12.0 :

Invitation of Bids (NIT)
SECTION 1 Instruction to Bidders
SECTION 2 Forms of Bid, Qualification Information
SECTION 3 Condition of contract & Special Conditions
SECTION 4 Forms of Securities
SECTION 5 Bills of Quantities

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

1.10.4 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 1.29.0 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

1.11.0 LANGUAGE BID

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

1.12.0 DOCUMENTS COMPRISING THE BID

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

1.12.1.1 Technical Bid:

- (i) Bid Security
- (ii) Qualification information form and document (pursuant to Clause 1.5.0 hereof) and any of the material required to be furnished and submitted by the bidder in accordance with these instruction.

1.12.1.2 Financial Bid:

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

1.13.0 BID PRICES

1.13.1 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.

1.13.2 The bidder shall fill in rates and prices for all items of the works described in the bill of quantities. Items for which no rate or price is entered by the bidder will not be paid by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

1.13.3 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 and total Bid Price submitted by the bidder.

1.14.0 CURRENCIES OF BID AND PAYMENT

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

1.16.0 BID VALIDITY

1.17.0 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 1.21.0. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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

1.19.0 BID SECURITY (Earnest Money Deposit – EMD)

1.20.0 Earnest Money deposited (EMD) OF Rs.28595/- to be deposited in DEENDAYAL PORT AUTHORITY'S Account through NEFT/RTGs or in form of Bank guarantee of Nationalized Bank/scheduled banks(except co-operative bank) having its branch at Jamnagar/Vadinar:

The details DPA Bank Account is as under:

| | |
|----------------|----------------------------|
| Name | : DEENDAYAL PORT AUTHORITY |
| Name of Branch | : BANK OF INDIA, VADINAR |
| IFSC Number | : BKID0003553 |
| ACCOUNT Number | 355310100002572 |
| Pin code | 361010 |
| PAN NUMBER | : AAALK0046N |

1.21.0 The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

1.21.1 The Bid Security may be forfeited, if;

1.21.2 The bidder withdraws the Bid after Bid opening during the period of Bid Validity;

1.21.3 The Bidder does not accept the correction of the Bid Price;

1.21.4 The successful Bidder fails within the specified time limit to;

(i) Sign the Agreement or;

(ii) Furnish the required Performance Security

1.22.0 ALTERNATIVE PROPOSALS BY BIDDERS: Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

1.23.0 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.

1.24.0 SUBMISSION OF BIDS

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 1.5.5 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 (Civil) within 7 days of opening of the tenders.

The envelopes shall;

(a) be addressed to: The Executive Engineer (Civil), Deendayal Port Authority, A.O. Building, Civil Division, Ground floor, Vadinar – Devbhumi Dwarka – 361010, Gujarat – State (b) bear the following identification:

Accompaniments for “**construct the compound wall of around the community hall at vadinar village**”

Bid reference No. OOT/C-
WK/RM/..... Name and address of
the bidder.

(c) be addressed to: The Executive Engineer (Civil), Deendayal Port Authority, A.O. Building, Civil Division, Ground floor, Vadinar – Devbhumi

Dwarka – 361010, Gujarat – State

Bear the following identification: Accompaniments for “ **construct compound wall around the community hall at vadinar village**”

. Bid reference No.OOT/C-ME/RM/.....

(d) Name and address of the bidder.

1.25.0 DEADLINE OF SUBMISSION OF THE BIDS

1.25.1 Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> not later than 14:00 hrs. on 27/02/2025 in the event of the specified date for the submission of bids being/ declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

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

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

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

1.27.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 1.27.1 Bidders may modify or withdraw their bids before the deadline on the website as prescribed in Clause 18.
- 1.27.2 No Bid can be modified after the deadline for submission of Bids.
- 1.27.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 1.16.1 above or as extended pursuant to Clause 1.16.2 may result in the forfeiture of the Bid security pursuant of Clause 1.17.0

1.28.0 BID OPENING AND EVALUATION

- 1.28.1 Bid Opening
 - 1.28.1.1 On the due date and appointed time the Employer will first open Technical bids of all bids received including modifications made pursuant to Clause 1.23.0. 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.
 - 1.28.1.2 If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 1.26.0 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

1.29.0 CLARIFICATION OF BIDS

- 1.29.1 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.
- 1.29.2 Subject to Sub-Clause 1.25.1 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.
- 1.29.3 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.

1.30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 1.30.1 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 1.5.5.3 is accompanied by the required Bid security, and; 1.5.5.4 is responsive to the requirements of the Bidding documents.
- 1.30.2 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.
- 1.30.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation

1.31.0 EVALUATION AND COMPARISON BIDS

- 1.31.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 1.1.26.0.
- 1.31.2 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 1.23.0.
- 1.31.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

1.32.0 AWARD OF CONTRACT

1.32.1 Award Criteria

- 1.32.1.1** 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 1.4.0 and;
- (b) Qualified in accordance with the provisions of Clause 1.5.0. The second bidder (i.e. L₂) shall be kept in reserve and may be invited to match the bid submitted by the (L₁) bidder in case such bidder withdraws or is not selected for any reason.

1.33.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL:

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

1.34.0 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 1.34.1 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").
- 1.34.2 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 tender condition.
- 1.34.3 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.
- 1.34.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his Bid have been unsuccessful and release the Bid security (EMD).

1.35.0 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 FDR or Bank Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Jamnagar/ Jam Khambhaliya, or Digital transfer within 21 days of receipt of letter of acceptance and balance 5%

recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period. (subject to fulfillment of clause no 3.44). Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security and/or the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

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.

1.36.0 CORRUPT OR FRAUDULENT PRACTICES

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

1.36.2 Defines, for the purpose of these provisions, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

1.36.4 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.

1.37.0 LIQUIDATED DAMAGES

1.37.1 In case of delay in completion of the contract, liquidated damages (L.D.) may be levied at the rate of 1/2% of the contract value per

week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

- 1.37.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension of time at its discretion with L.D., the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in Clause 1.32.6.
- 1.37.3 The employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 1.37.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 1.37.5 In the event of such termination of the contract as described in clauses (ii) or (iii) or both the owner shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- 1.37.6 The ceiling of LD shall be 10% of the cost of work.
- 1.37.7 In case part/portions of the work can be commissioned and part operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.

1.38.0 LABOUR

- (i) 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. 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.
- (ii) **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 nonobservance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

(iii) **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: (i) Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.

- (d) **Maternity Benefit Act 1951**: The Act provides for leave and some other benefits to workmen/employees in case of confinement or miscarriage etc.
- (e) **Contract Labour (Regulation & Abolition) Act 1970**: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- (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 interstate 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.

1.42.0 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 herein before mentioned and as to the quality of workmanship or materials used on the work or as to any

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

- (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 matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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

- (iii) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (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 contractor.
- (ix) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (x) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or reenactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding 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 a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (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

2.1.1. FORM OF BID

2.1.2. PRE-QUALIFICATION OF BIDDERS

2.1.3. LETTER OF ACCEPTANCE

2.1.4. NOTICE TO PROCEED WITH THE WORK

2.1.5. AGREEMENT FORM

2.1.6. DECLARATION FORM

2.1.1. SPECIMEN FOR FORM OF BID

(To be executed on bidder's letter head)

To

The Executive Engineer (Civil)

Deendayal Port Authority

A.O. Building, Ground floor,

Vadinar – Devbhumi Dwarka - Pin 361010 (Gujarat)

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 document (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)

2.1.2. 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.

2.1.2.1. **Only for individual bidders:**

2.1.2.2. **Constitution or legal status of bidder (attach copy)**

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

2.1.2.3. **Turnover of the firm**

| Year | Turnover |
|---------|----------|
| 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.

2.1.2.4. **Similar works**

| Particulars | Year | No. of works | Value |
|--|---------|--------------|-------|
| Total value of completed similar work as defined in the tender | 2017-18 | | |
| | 2018-19 | | |
| | 2019-20 | | |

| | | | |
|--|---------|--|--|
| document during last 7 years ending in _____ | 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 reserves the right to verify the information;

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

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

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

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

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

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

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

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

2.1.2.8. **Proposed sub-contracts and firms involved**

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

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

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

2.1.2.10. 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]

2.1.3. LETTER OF ACCEPTANCE

(On letter paper of the port)

To: _____(date)

(Name and address of the contractor)

Dear Sirs,

Sub: Tender No: OOT/C-WK/RM/4003

“Construct the compound wall around the community hall at vadinar village.

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 up to 28 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

signatory

**CHIEF OPERATIONAL MANAGER
DEENDAYAL PORT
AUTHORITY
VADINAR**

2.1.4. ISSUE OF NOTICE TO PROCEED WITH THE WORKS

_____ dated
To
(Name and address of the contractors)
Dear Sirs,

Sub: Tender No. OOT/C-WK/RM/
Construct the compound wall around the community hall at vadinar village.

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 hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

Authorized signature

EXECUTIVE ENGINEER (Civil)
DEENDAYAL PORT
VADINAR

2.1.5 SPECIMEN CONTRACT AGREEMENT
(To be executed on Rs.100%-non-judicial stamp paper)

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

THIS CONTRACT AGREEMENT is made
The [insert: number] day of [insert: month], [insert: year]

Between

1. The authority of port DEENDAYAL an autonomous body of the Ministry of PORTS SHIPPING & WATERWAYS of the Government of INDIA, in corporate under the major port authority Act 2021 as amended thereafter, under the law of India and having its principal place of business at A.O. Building, Post Box No. 50, Gandhidham (Kutch), Gujarat State India (hereinafter called "the port) and
2. [insert name of the contractor] [incorporated under] the law of [country of contractor] and having its place of business at [insert : address of contractor] (hereafter called "the contractor")

WHERE AS 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 schedule, in the sum off[insert contract price in words and figure ,expressed in the contract currency (ies)](hereafter called "contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following document shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of contract.
 - i. This contract agreement;
 - ii. Special conditions of contractor;
 - iii. General condition of contract;
 - iv. Technical requirement (including schedule of requirements and technical specification, drawing);
 - v. Notice inviting tender;

- vi. Replies issued to the pre-bid queries, addenda, if any issued [numbers and date];
- vii. The contractor's bid and original price and delivery schedule;
- viii. The employer/ board's notification of award;
- ix. [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific latter and dates]];
- x. And [add here any other documents]

AND WHERE 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 witnesses and it is hereby agreed and declared as follows

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/BOARD what CONTRACTOR shall and will duly provide execute and complete work and things in CONTRACT ,mentioned or described or which are to be implied there form or may b reasonably necessary for completion of work and the time and in the Manner and subject to the same and condition or stipulation mentioned in **contract**.
4. In consideration of the due provision execution and complication of work by the contractor in accordance with the terms of the contract. The employ/board does hereby agree with contractor that employer board with pay to contractor the respective amounts for the work actually done by him and ad approved by employ board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
5. In consideration of the due provision execution and completion of work contractor done hereby agree to pay such sums as may be due to employer/ board for the service 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 payment to be made at such time and in such manner as is provided in the contract.

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

[Signature, Name& address of the contractor]

Witness Signature Name & Address

1. _____

(Signature, Name & address)

2 _____

(Signature, Name & address)

Signed, seal & delivered by
Chief Operation Manger on behalf
Of the Board in the presence of

**Chief Operation Manger
Off Shore Oil Terminal
Deendayal Port Authority –
Vadinar.**

Witness Signature, name& address

1. _____(witness)

2. _____(witness)

(DY.HOD& XEN)

The common seal of the Board of Authority of the
Port of Deendayal affixed in the presence of

**Secretary,
Deendayal Port Authority
Gandhidham (KUTCH)**

2.1.6 SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To,

Executive Engineer (Civil),
Deendayal Port Authority, AO Building,
Civil Division, Ground Floor,
Vadinar –Devbhumi Dwarka – 361010

Sub: Construct the compound wall around the community hall at vadinar village.

Ref: Tender No. OOT/C-WK/

Information on litigation history in which the bidder is involved

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

Date : _____

Place : _____

Signature of contractor: _____

Name of the applicant: _____

Represented by (name & capacity): _____

SECTION - 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITION

Name of work: Construct the compound wall around the community hall at vadinar village.

Bid Security (Earnest Money Deposit – EMD)

3.1.1. Earnest Money Deposit (EMD) shall be 1 % of the estimated cost of work, which is Rs. 28595/- (Rupees twenty eight thousand five hundred ninety five only).

3.1.2. 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 into agreement with L1 and acceptance of Performance Guarantee from L1.

3.1.3. EMD will be refunded so-motto without any application from the bidders.

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

3.1.5. 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 Performance Security.

3.2.0. Performance Security

3.2.1.. 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.

3.2.2. Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Bank Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Jamnagar/ Jam Khambhaliya, or Digital transfer within

21 days of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period. (subject to fulfillment of clause no 3.44)..

- 3.2.3. Failure of the successful Bidder to comply with the requirements of (i) above (i.e. submission of 5% performance guarantee within 21 or 28 days on receipt of L.O.A.) shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid security (i.e. EMD).
- 3.3.0. Tenders containing condition for lowering or rising the quoted rates shall summarily rejected.
- 3.4.0. The tender with any conditions or inscription in Schedule 'B' or enclosure are liable to be summarily rejected. Corrections, if any, shall be neatly scoured out and duly attested.
- 3.5.0. Pre-acceptance letter intimating the contractor about the proposed acceptance of tender will be issued by the Chief operations manager (OOT). The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the Board. The final acceptance letter shall be issued by the Chief Engineer on nonjudicial stamp paper of Rs.100/- which is to be borne by the contractor. In case, the contractor required to have the duplicate copy of the acceptance letter, he shall have to pay an additional amount of Rs.100/- only.
- 3.6.0. The value of non-judicial stamps to be affixed on the agreement shall be appropriate value prescribed for bond as per latest provisions of law in force at the time executing contract and borne by the contractor. However, if the contractor furnishes G.P.F. Notes of approved guarantee in respect of payment of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements, payable in accordance with latest provisions of law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the contractor.
- 3.7.0. The stamp paper of requisite value shall be furnished by the contractor within 20 days from the date of issue of pre-acceptance letter, failing which he will not be permitted to start the work.
- 3.8.0. **All the labour acts, rules and the contractor shall strictly follow regulations in force from time to time. The contractor has to obtain**

license from the Assistant labour commissioner (Central), Gandhidham prior to commencement of the work, in case he attends to engage 20 or more labour on any day.

- 3.9.0. All the rules and regulations in force for entry inside the jetty premises shall be observed by the contractor and his employees.
- 3.10.0. A site order book is to be maintained by the contractor at the site of work, the orders and instructions, issued from time to time by the Engineer-in-charge or his representatives and written in the order book shall be deemed to have legally issued to the contractor and contractor shall sign each entry promptly in the order book, as a token of his having received such orders and instructions. The order book shall be property of the Departments and shall be handed over to the Engineer in charge of the work in good condition after the completion of the work or whenever required by Engineer in charge.
- 3.11.0. The Engineer in charge will be entitled to deduct and adjust any sums of money payable by the contractor to the board under the terms of any previous contract executed by him or his behalf from the security deposit or any sums due from the present contract.
- 3.12.0. **Income tax** deduction at prevalent rates and surcharge as applicable thereon shall be made while making the payment to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of the direct taxes, Ministry of Finance of Government of India.
- 3.13.0. The contractor shall comply with at his own cost, the rules and regulations in force from time to time for the entry of him and his persons for carrying in force from time to time for the entry of him and his persons for carrying out the work in the port area and arrange for entry permit directly from In charge Officer, **C.I.S.F.** Deendayal Port Authority.
- 3.14.0. For purpose of measurement, the method prescribed in the IS method of measurements of the building work shall be applicable unless stated otherwise stated in contract. In case of ambiguity the decision of the Engineer in charge shall be final.
- 3.15.0. The Bank Guarantee submitted in lieu of Security Deposit etc must be from any nationalized bank having its branch at Jamnagar/ Vadinar.

3.16.0. All the materials required to be used in the work shall have to be got approved from the Engineer in charge before use.

3.17.0. The Contract will be for a period of 09 (nine) month.

3.17.0. **FORCE MAJURE**: The term “Force majeure “as employed in this contract shall mean wars (declared or undeclared) or revolutions, and freight embargoes and transporters strikes affecting the country as a whole.

3.18.0. Information regarding income tax, PF registration, Permanent Account Number (PAN), may be enclosed along with the documents.

3.19.0. The contractor shall have to arrange the entry permit for him and his staff, labour etc. from security officer Deendayal Port Authority as the work inside the jetty area. C.I.S.F. officials for entry inside jetty.

3.20.0. DEFECT LIABILITY PERIOD:

The defect liability period for the work (including) the materials incorporated there in within the contractor’s scope of supply shall unless otherwise specified be **six month from the date of the completion of work.**

3.21.0. SAFETY:-

All precautions regarding the safety of the work shall have to be taken and the instruction of engineer in charge in this respect shall have to be followed strictly.

3.22.0. The Engineer in charge may delete any no. of items include in his tender (contract) without assigning any reasons and without any financial liability.

3.23.0. All the tools & plants etc. required for the purpose of execution of work will have to be arranged by the contractor at his own cost and storing of such tools & plants etc. will have to be made by him. Nothing will be paid as extra on this account the cost has been already considered while evaluation of the rates of labour.

3.24.0. The tenderer are not expected to make any post tender modification hence the tenderer should not make any correspondence regarding the tender

after submission of the same on due date and time, no cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened if otherwise found in order.

- 3.25.0. The contractor shall study local working condition at the site of work before tendering and no claim whatsoever shall be entertained.
- 3.26.0. Payment will be made by online after satisfactory completion of work and submission of duly signed bill.
- 3.27.0. XEN(C) reserve the right to cancel the tender without assigning any reasons and also increase/decrease the quantum of work
- 3.28.0. Correction if any should be signed/initialled by the contractor white ink correction will not be allowed and lead to rejection of the tender.
- 3.29.0. Minimum Rate of wage payment shall be paid to workers in their Bank Account as per notification time to time released by the Dy. C.L.C. (C), Ahmedabad and proof for the same has to be submitted every month to the Noddy Officer or his representative i.e Bank Pass Book of workman engaged for the work or the copy of the Electronic Bank Transaction.
- 3.30.0. The contractor shall have to provide EPF registration.
- 3.31.0. All the bidders are required to submit Advance stamp receipt and cancelled cheque for timely release of earnest money.
- 3.32.0. If the party produced wrong PAN NUMBER /invalid PAN Number than as per the income tax rules income will be recovered @ 20 %.

3.33.1 GST Applicable GST on the taxable value of supply of Goods or Service or both covered in this tender/contract will be paid by Port as reimbursement on production of documentary evidences/reflection of the same under the GSTIN of DPT in the GST web portal. Applicable statutory recoveries including TDS under Income Tax, TDS under GST will be deducted/recovered while accounting for or making payment to the vendor as per the applicable laws.

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

3.33.3 TDS under GST: TDS under GST Act is required to be deducted @2% [1% CGST and 1% SGST or 2% IGST] from payment credited given to contractor / professional and others for work order on contract on exceeding Rs.2,50,000/-.

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

3.33.4 GOODS & SERVICE (GST) CLAUSE

The contractor shall quote the price exclusive of GST.

The applicable GST shall be paid extra to the contractor after producing GST Invoice as per the certified Bill by the department as per Goods & Service Tax 2017. However, element of GST shall not consider for evaluation of bid.

TDS ON GST

TDS provision under GST Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST Act will be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment

/ credit give to contractor/ professional and other for work order / contract exceeding Rs. 2,50,000/-

3.34.0. All the rules and regulations governing DPA will be applicable.

3.35.0. Only wooden or steel boxes of required size shall be used for measuring the aggregates. In no case steel gammela shall be allowed to be used for the purpose.

3.36.0. Payment will be made by NEFT/RTGS only in RA bill and final bill.

3.37.0. The water, electric connection & electric power is, given as per DPA terms and general condition but all the arrangement for water/electric supply at site carried out by Contractor at own cost & risk. (deleted)

3.38.0. After completion of the work the site should be neatly cleaned by Contractor. No payment shall be given to contractor on this account.

3.39.0. All material should be got approved by Engineer in charge before use and No advance payment shall be given to contractor on this account.

- (a). **FORM WORK FOR CONCRETE:** Water tight shuttering (form work) using 12mm thick plywood sheets or steel shuttering can be made for concreting for the RCC work in line and level with proper supports
- (b). All the tools, plants, shuttering, tackles, scaffolding, ladders etc. and other machinery etc. required temporary for the purpose of execution of work will to be arranged by the contractor at his own cost and storing of such tools, plants etc. will have to be made by him.
- (c). The contractor has to make his own arrangement for the storage of materials at site of work.
- (d). The concrete to be used for C.C& RCC works shall be made of the graded machine crushed trap stone metal and it should be from approved quarry. Mechanical appliances such as concert mixer, vibretor etc. shall be used for mixing, consolidation etc. of the concrete.
- (e). For casting of C.C cube either the contractor has no arrange his own moulds or he can get (subject to the availability) the same from port laboratory on depositing an amount of Rupees 400 for each moulds refundable. No lure charges will be charged for the mould from the contractor for the actual period of concreting for RCC work. However the mould taken from the port laboratory will have to be maintained properly at site returned to the port laboratory in good condition within seven days of last

concreting, for the late returned of cube moulds rupee one for each mould per day will be charged. If the mould are not returned in good conditions the defects noticed will be rectified at the cost of contractor and the amount will be deducted from the deposit. If the mould are returned in unserviceable conditions beyond any repairs, the cost of mould will be adjusted against the deposit given by the contractor or from any amount due to be paid to the contractor.

(f). Payment of MS Gate, Grilled door, Grills, MS angles etc. will be made in weight basis, weight shall be worked out by cutting length /width multiplied by standard coefficient of various component used into it. However, actual weight to be done by the contractor in presence of Port's representative and payment will be done for quantity whichever is less from both.

3.40.0. **SPECIAL CONDITION IN RESPECT OF CEMENT**

1. The contractor shall procure the cement confirming to relevant Indian Standard of approved brands of reputed manufactures listed at Annexure – license to use ISI certification mark for their product. & as per approval of DPA.
2. For verification of such purchase all the bills of manufacturer/supplier/dealer will have to be furnished to the Engineer in charge.
3. Supply of cement shall be taken in 50 Kg bags bearing manufacturers name, his registered trade mark, date of manufacture, batch number and ISI marking.
4. Every consignment of cement must have identification marks on packages indicating date of manufacture and grade and type of cement. Cement brought to works shall not be more than 6 weeks old from the date of manufacture.
5. Every delivery of cement shall be accompanied by a manufacturers test certificate confirming that the supplied cement conforms to relevant specifications.
6. Engineer in charge shall be at his liberty to carry out testing of cement at his discretion from Port laboratory as per IS 269-1989 before use. The contractor shall make all the necessary arrangements for same all charges towards shall be borne by the contractor only.
7. Each consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.
8. Cement brought to site and cement remaining unused shall not be removed from the site without the permission of the Engineer in charge.

3.41.0. **SPECIAL CONDITION IN RESPECT OF STEEL REINFORCEMENT.**

1. The contractor shall procure the steel reinforcement confirming relevant Indian standard of various diameters of approved manufacturers listed at Annexure – 'A' holding license to use ISI certification for their product from manufacturer/supplier/dealer. In any circumstances, steel reinforcement produced by re-rolling mills shall not be allowed to use in the work.
2. Every delivery of steel reinforcement shall be accompanied by a manufacturers test certificate confirming that the supplied steel reinforcement conforms to relevant specifications.
3. For verifications of such purchase all the bills of manufacturer/supplier/dealer will have to be furnished to the Engineer in charge.

4. The contractor shall have to procure the steel reinforcement of various sizes/diameters as per the working drawings, which shall be supplied only during execution of the work. No claims/disputes arising about details of steel reinforcement so provided shall be entertained. In case, if particular size (s) of steel reinforcement is not available with the approved manufacturers, the contractors shall have to intimate the Engineer in charge in writing along with documentary proof in this regard. Engineer in charge, at his discretion, may allow to use alternate diameter of reinforcement bars provided that no claims/disputes arising out in respect of payment for difference in rate of steel shall be entertained.
 5. Engineer in charge shall at liberty to carry out independent testing of steel reinforcement at his discretion from any of Govt Approved laboratory as per relevant IS specifications before use. The contractor shall make all the necessary arrangements for same and all the charges to be borne by the contractor.
 6. The contractor shall procure the steel reinforcement bars of standard length as per relevant I.S
 7. Steel reinforcement which remaining unused shall not be removed from site without the permission of the Engineer in charge.
 8. Payment for steel reinforcement shall be made on the basis of lengths of bars actually placed & measured in the work multiplied by the standard weight per unit length as given in the relevant IS code. The rates shall include for cutting & wastage, straightening, short & long length & weight tolerance as per relevant IS codes & placing in position. Authorized laps, chair/separators, lifting books stiffening ring shall be measured and paid.
The cement and steel shall be brought by contractor as per approved list of Deendayal port authority.
- 3.42.0. The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority authority priors to acceptance of the tender and thereafter shall form part of an agreement even through formal agreement duly signed is not executed.
- 3.43.0 The contractor shall have to obtain quarry permits from the office of the Geologist. Department if Geologist and Mines Jamnagar, before quarrying any secondary materials like sand, earth, murrum, rubble etc.
- 3.44.0 "On completion of work, a copy of the final bill/letter intimating the quantities of quarried material consumed by the contractor concerned in the work shall be furnished to the geologist department of geology & mines, GOG, Jamnagar, with the specific intimation to furnish the details of outstanding against the concerned contractor on account of payment of royalty, if any, within 45 days, failing which action for release of security deposit in accordance with the printed condition of contract will be initiated.
- 3.45.0 Burnt clay building bricks of good quality and standard size as approved by the Engineer-in charge shall be used for brick masonry work and shall confirm IS 1077(latest revision).
- 3.46.0 The Engineer in charge or his representative will be at liberty to ask the contractor to remove any person engaged at work site, which is in opinion of Engineer in charge misbehaving or negligent or is not suitable for work.

- 3.47.0 The drawings attached with the tender documents are tentative and are subject to modifications and alterations. No dispute claim what so ever will be entertained on account of modifications and alterations in the drawings in the work during execution of work.
- 3.48.0 The detailed drawings and particulars can be seen in the office of the Executive Engineer (c) during the working hours. The detailed RCC drawings of work shall be supplied during the progress of the work as and when found necessary by the Engineer in charge.
- 3.49.0 The mixing of concrete shall be done only by mechanical mixer as per standard practice. No hand mixing shall be allowed. The concrete must be used, after it is mixed within 10 minutes and in no case, it shall be used after the cement has obtained on initial set.
- 3.50.0 All type of Primer and Epoxy paint, Exterior premium paint (weather proof premium quality), Synthetic enamel paint/aluminum paint of approved colour and shade shall be of first quality of Asian paints, I.C.I limited, Nerolac paint as approved by Engineer in charge.
- 3.51.0 Unless otherwise specially mentioned the rates quoted for all items included for all lead and lift and no extra claims shall be entertained on this account.
- 3.52.0 The needle vibrator or surface vibrator as case may be, shall be used at time of laying concrete. The arrangement of two vibrators in working condition shall be made before any concreting work is started
- 3.53.0 Brick size shall be as per IS (1077 latest revision).
- 3.54.0 NOTICE OF ADDRESS :-The contractor shall notify in writing to the Engineer in charge an address at Kandla/Vadinar for the service of the contractor any communication or any notice to be given to him under the contract and any such notice communication to the contractor shall be deemed to be duly served if sent by register post to , or left at such address or if delivered to the agent or representative of the contractor , any notice by registered post to , or left at , the principal place of business or if the contractor be a company the registered office of the contractor of at the contractor's last known address.
- 3.55.0 ESCALATION: - The tenderer should submit firm offer without any price variation and no escalation will be considered.
- 3.56.0 The contractor shall be responsible for the true and proper setting of the works and correctness of the position, levels, dimensions and alignment of all parts of work and for the provision of all necessary instruments, appliances and labour in connection herewith. if at any time during the progress of work any error shall part of the works. the contractor shall immediately rectify the same as directed by Engineer in charge or his subordinates or checking of levels , lay outs settings etc. by them shall not in any way relive the contractor of his obligations under the contract .
- 3.57.0 All RCC works shall be carried out strictly accordance to IS -456-2000
- 3.58.0 The rate of plaster is inclusive of pattas, drip molding, cornices, as per design and grove if required without any extra cost .No dispute shall be entertained on this account at any cost.
- 3.59.0 The department shall not be responsible for any theft loss of any materials/tools etc. stores brought out by the contractor for execution of the work.
- 3.60.0 Any obstacle coming in way of execution of the work is to be overcome by the contractor without calming any extra cost.
- 3.61.0 The contractor or authorized person shall remain present at site during working hour to receive the instruction of the site Engineer-in charge.
- 3.62.0 The Engineer-in charge will give to the contractor possession of the so much of the site, as in the opinion of Engineer in charge may be required to enable the contractor to commence and proceed with the construction of the work and will be from time to time, as the work proceeds, give to the contractor possession of the such portion of the site

to enable the contractor to proceed with the work without interruption of the work in accordance with the requirement. No claim/dispute what so ever for handing over the site of work late for starting the work shall be entertained. If the contractor suffers any delay, the engineer-in charge may grant, at his discretion, on extension of time for completion of work. However, no claim/dispute etc, arising out of extension of times so granted, shall be entertained. The contractor while filling up their rates in the tender should consider the above aspect.

- 3.63.0 Storage of cement, contractor shall make his own arrangement. The contractor shall be store the cement in such a place where it will not be affected by the weather and it should be always countable and kept ready for verification at any time by the Engineer-in charge or his representatives without any prior notice.
- 3.64.0 For preparing Mix-design of concrete if required for RCC work, the contractor shall supply construction materials to the Port laboratory free of cost. RCC Mix design the laboratory test of CC cubes, construction materials and grading of aggregate to standard practice and approved by the Engineer-in charge be got conducted by the department at Port laboratory where ever necessary and the test result shall be submitted to the Engineer-in charge for his approval, these test shall confirm to the relevant IS code failing which the concrete work will be liable for rejection, the rejected work have to be dismantled and redone by the contractor at his own cost. Out of various test carried out in Port laboratory the charges for testing of CC cube for 28 days (twenty eight days) compressive strength only will be borne by the contractor. the testing charges of extra CC cubes casted for indicative result and charges for Mix design shall not be payable by the contractor. The transportation of the samples of the concrete materials, cement concrete cubes etc. from site of work to the Port laboratory at Jetty shall be done by the contractor at his own cost.
- 3.65.0 The rate for excavation includes dressing, levelling, and plumbing of sides and beds of trenches and also spreading and dressing of excavated stuff as directed .The decision of Engineer-in charge shall be final regarding classification of soil strata and shall be binding to the contractor.
- 3.66.0 All the building materials and ingredients of concrete materials such as sand, crushed aggregate, stone metal and brick etc. require for the work shall be as per IS and shall be got approved from the Engineer-in charge before stacking at the site of work and the same shall be got tested from Port laboratory at the cost of department if required, the rejected materials shall be removed immediately from the site of work within 48 hrs. Of issue of written order otherwise the same will be removed by the department at the cost and responsibility of the contractor.
- 3.67.0 The rates quoted for cement paint, painting shall be made applicable for all the heights. The payment shall not be made story wise.
- 3.68.0 The contractor has to execute the work only during normal working hours and normal working days. In case the work is executed beyond normal hours and or on Sundays and holidays, the recovery of wages overtime on supervisory time would be made.
- 3.69.0 All the Razor Concertina coil fencing wire (60mm dia., wt. is 10kgs \pm 0.5kgs of 01 no bundle) and G.I. barbed wire (wt. is 9.38 kgs of 100mtrs. Length) used for the work shall be as per shown in description of item and as directed by Engineer in charge.

CONTRACTOR

EXECUTIVE ENGINEER (CIVIL)
DPA - O.O.T., VADINAR

SECTION – 4

4.1.0. FORM OF SECURITIES AND OTHER FORMATS

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

4.1.1. SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs.100/- non-judicial stamp paper)

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

PROFORMA FOR BANK GUARANTEE

To,
 The Board of Authorityees of the Port of Deendayal
 Deendayal Port Authority
 Administrative Office Building,
 Post Box No. 50,
 Gandhidham (Kachchh)

In consideration of the Board of Authorityees of the Port of Deendayal, a body corporate under the Major Port Authority Act, 2021 (Act no. 38 of 1963) hereinafter called the "Board" having agreed to exempt M/s. _____ (hereinafter called the "Contractor(s) from the demand, under the terms and conditions (including any amendments/s or alternatives or addition/s made from time to time with mutual consent) of the agreement (hereinafter called the "Agreement") no. _____ dated _____ executed between Board and M/s. _____ for _____ the work _____ (hereinafter called "the said agreement") of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____), we _____ (indicate the name of Bank). (Hereinafter referred to as "the Bank") at the request of _____ (Contractor(s) do hereby undertake to pay to the Board an amount of not exceeding Rs. _____ on demand.

2. We _____ do hereby undertake to pay _____ (indicate the name of Bank) the amounts due and payable under this guarantee without any demur, merely on a demand from the Chairman stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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 an amount of not exceeding Rs. _____.

3. We undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or "Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to

be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

5. We (indicate the name of Bank) further agree with the Board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any powers exercisable by the Board against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Board or any indulgence by the Board to the said Contractor(s) 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.

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

6. We, _____lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.

7. This guarantee shall be valid up to _____ unless extended on demand by Board. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____(Rs. _____) and unless a claim in writing is lodged with us by the Chairman within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____day of _____for (indicate the name of Bank).

4.1.2 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 |

4.1.3. 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

4.1.4. 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 prequalification 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)

4.1.5. SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Banker's letter head)

Date:-_____

To,
 The Board of Authorityees of Port [insert port],
 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 up to date _____ and claim expiry date up to _____

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

Name of signature of Bank Officer

**4.1.6. SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID (To
be executed on Rs.100/- 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

Name of work:- :-Construct the compound wall around the community hall at vadinar village.

SPECIAL CONDITION

1. The work shall be carried out at vadinar village .
2. The work shall be carried out in accordance with the best workmanship and standard specification to the entire satisfaction of the Engineer in Charge.
3. All the precaution regarding the safety of workers shall have to be taken by the contractor at his own risk & cost.
4. Payment will be made by NEFT/RTGS only in the R.A. bill and final bill.
5. All the tools, plants, scaffolding, ladder etc. and other machinery etc. required for the purpose of execution of work will have to be arranged by the contractor at his own cost.
6. Income Tax with surcharges if applicable shall be deducted from the bill as per rules applicable.
7. **The work should be completed within period of 09 month after issuing the work order.**
8. The contractor or authorized person shall remain present at site during working hours.
9. XEN(C) reserves the right to cancel the quotation without assigning any reason and also increase / decrease the quantum the work.
10. For the purpose of the measurement the method prescribed in standard code of measurement of concern works shall be applicable.
11. The Contractor shall furnish PAN number, GST number & provident fund certificate number along with quotation. Failing which the offer will be liable to discharge.
12. Force majeure restricted only to the acts of GOD.
13. All the rules and regulations governing DPA will be applicable.
14. The Contractor shall have to arrange entry permit for him & his staff, vehicle etc. from CISF.
15. GST :- Applicable GST on the taxable value of supply of Goods or Service or both covered in this tender/contract will be paid by Port as reimbursement on production of documentary evidences/reflection of the same under the GSTIN of DPT in the GST web portal. Applicable statutory recoveries including TDS under Income Tax, TDS under GST will be deducted/recovered while accounting for or making payment to the vendor as per the applicable laws.
16. Deduction of Income-Tax: Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

- 17 TDS under GST: TDS under GST Act is required to be deducted @2% [1% CGST and 1% SGST or 2% IGST] from payment credited given to contractor / professional and others for work order on contract on exceeding Rs.2,50,000/-
- 18 Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1, so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPT not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPT and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier.
- 19
- 20 . 3.33.4 GOODS & SERVICE (GST) CLAUSE
- 21 The contractor shall quote the price exclusive of GST.
- 22 The applicable GST shall be paid extra to the contractor after producing GST Invoice as per the certified Bill by the department as per Goods & Service Tax 2017. However, element of GST shall not consider for evaluation of bid.
- 23 TDS ON GST
- 24 TDS provision under GST Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST Act will be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment
- 25 / credit give to contractor/ professional and other for work order / contract exceeding Rs. 2,50,000/-
- 27.If the party is produced wrong PAN no/Invalid PAN no, than as per the income tax rules income will be recovered @20%.
- 28.After completion of the work the site should be neatly cleaned by Contractor. No payment shall be given to contractor on this account.
- 29.All material should be got approved by Engineer in charge before use and No advance payment shall be given to contractor on this account.
- (a). All required Paint & Primer shall be make of Asian / Nerolac or equivalent Co. as per directed by Engineer in charge
30. The security deposit at 10% recovered from the bill and the security deposit can be released only after successful completion of the work.
31. EMD of Rs.28595/- & document fee Rs.500/- to be deposited through NEFT into following account
- DEEN DAYAL PORT AUTHORITY
BANK OF INDIA, VADINAR
IFSC CODE: BKID0003253
A/C NO: 325310100002572
32. EMD of the bidders other than L1 & L2 will be released within 7 days from the date of opening of the quotation. EMD of L-2 will be released after issue of work order in favour of L1 and L1 will be refunded after release of 1st R.A. bill.

33. The quoted rate must be inclusive of all tax and levies (excluding GST) no claims contractor shall be entertained on account of any other taxes levied by central/state government or any authorities paid by him.
34. If a firm quotes NIL charges/consideration (Contractor's profit), the bid shall be treated as unresponsive and will not be considered.
35. In such case the next lowest bidder, who fulfils the condition above, will be considered as L1 for award of work.
36. Payment Terms:
- (i). Monthly payment will be made as per the measurements of actual work completed on production of three copies of the bills duly signed sealed by the authorized representatives of the party and verified by Engineer in charge. (ii). While submitting the bill for the next month, the service provider must file a certificate certifying the following.
- a. Wages of workers have been credited to their Bank account on date. The copy of the bank statement should be enclosed.
 - b. ESI & PF contribution relating to workers amounting to Rs..... was deposited to statutory authority on (date) copy of the challan enclosed.
 - c. He is complying with all statutory labour laws including Minimum wages Act.
 - d. The agencies which do not provide details of the payment of all statutory dues with the bill may be given one month's notice for termination of the contract right away.

Executive Engineer(C)
Deen dayal Port Authority,
Vadinar.

CONTRACTOR

**3.14. Form – 14: Bid Securing Declaration Form for Earnest Money Deposit
[to be executed on the letter head of bidder]**

Bid Securing Declaration Form

Date: _____

Tender No. OOT/

To

Chief Operations Manager,
Offshore Oil Terminal Department,
Deendayal Port Authority, Vadinar
— 361010.

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 _____ years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

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

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

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

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

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

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

Corporate Seal (where appropriate)

(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)