



DEENDAYAL PORT AUTHORITY

(An Autonomous body under the Ministry of Ports, Shipping and Waterways, Govt. of India)



ENGINEERING DEPARTMENT

ISO 9001:2008 ISO 14001
ISPS compliant port

TENDER DOCUMENTS FOR

**“Repairing of approach road from NHAI road to Mithirohar
GIDC via village road”**

TECHNICAL BID

Superintending Engineer (Roads)
Roads Division,
Deendayal Port Authority
Annexe, A.O. Building,
Ground Floor,
Gandhidham (Kutch) – 370201
Kutch District
Gujarat State

Email:- seroadsdpa@gmail.com

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DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING NIT NO: -O 2 - RD/2026

NAME OF WORK: -: Repairing of approach road from NHAI road to Mithirohar GIDC via village road

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : DATE: 13.04.2026

TO : DATE: 05.05.2026 TIME 16:00 HRS.

Time and Date of Pre-bid Conference: NA

Last Date and Time of Receipt of Bid : DATE 05.05.2026 TIME 16:00 HRS

Time and Date of Opening of Bids : DATE 05.05.2026 TIME 16:00 HRS

Place of Opening of Bids : Roads Division, Annexe,
AO Building, Ground Floor,
Gandhidham – 370201.

OFFICER INVITING BIDS : Superintending Engineer(R),
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY

ONLINE TENDERING (E- Tendering)

Tender No. 02 -RD/2026

NAME OF WORK: Repairing of approach road from NHAI road to Mithirohar GIDC via village road

Tenders in E-tendering system are invited by **SUPRINTENDING ENGINEER (R)** for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Repairing of approach road from NHAI road to Mithirohar GIDC via village road	Rs. 1180/- Including GST(Only through Digital mode of Payment. Beneficiary : Deendayal Port Authority Account No. : Punjab National Bank Gandhidham Branch Account No. 0190002100031883 IFSC code. PUNB0019000	Estimated cost: Rs. 70,30,038.00 (Excluding GST)	Rs. 1,40,601/- (Payment towards EMD shall be submitted in Account of: Deendayal Port Authority through Digital mode of Payment at Punjab National Bank Gandhidham Branch, . Account No. 0190002100031883 IFSC code. PUNB0019000	N/A	05.05.2026 Upto 16.00 Hrs	05.05.2026 at 16.00 Hrs

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> & <https://eprocure.gov.in> from **13.04.2026 to 05.05.2026 up to 16:00 Hrs.** Tender Notice is also available on <http://www.deendayalport.gov.in>. Technical Bid will be opened on **05.05.2026 @16:00 Hrs.** Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.

For further details and general enquiries prospective bidders may contact **Superintending Engineer (R), Roads Division, ANNEXE, GROUND FLOOR, A.O. Building, Gandhidham (Kutch)** during working hours before the last date and time of submission of tender documents.

SUPRINTENDING ENGINEER(R)
DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY NOTICE
INVITING ON LINE TENDER

Details about E/Online tender:

Department Name	Civil Engineering Department
Circle/ Division	Roads Division, New Annex, Room no. 105 A.O. Building Gandhidham (Kutch) - 370201.
Tender Notice No.	02-RD/2026
Name of Work	Repairing of approach road from NHAI road to Mithirohar GIDC via village road.
Estimated Contract Value (INR)	Rs 70,30,038.00
Period of Completion (in Months)	2 months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	1. Average annual financial turnover during the last three years ending 31st March 2025, should be at least Rs 21.09 Lakhs. (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive). 2. The applicant should have successfully completed or substantially completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following: <i>(Note: Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential/payment certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender)</i> Three similar completed works each costing not less than Rs. 28.12 Lakhs (Excluding GST). Or

	Two similar completed works each costing not less than Rs : 35.15 Lakhs (Excluding GST). Or One similar completed works each costing not less than Rs. 56.24 lakh (Excluding GST). <i>“Similar Works” mean Tenderer should have completed any type of Road Construction / Road Maintenance (separately or combined) including allied Civil work and Road Crust or Development of Plot along- with Flexible Pavements, successfully in that particular contract during last 7 years ending last day of month previous to the one in which applications are invited.</i>
	3. <u>Work experience in Private Organization:</u> If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration: • TDS Certificates: The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience. • CA Certificate: The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN number. Failure to provide these documents will result in the bid being treated as non-responsive. 4. <u>Work Experience as a sub-contractor:</u> In case the Bidder has carried out work experience as a sub-contractor, the following conditions must be met by bidder: a) The subcontract experience shall be considered for qualification only, if the work was carried out for Govt./ Autonomous Body working under GoI/Semi Govt., or Public Limited companies. The Bidder must submit the subcontract permission issued by the respective work authority prior to the execution of the work. It is mandatory to upload the sub-contract permission online along with the bid. If the subcontract permission is not authenticated, the respective bidder will be considered non-responsive. b) The completion certificate/Form-3A issued/ authenticated by the concerned Government, Semi-Government, or Public Limited companies, copy of work order, bill of quantity, copy of all bills must be uploaded along with the bid submission supported by TDS certificate & CA certificate as indicated in Para-3 above for private work. c) The decision taken by DPA with regard to Sub- contract work

	experience shall be final and binding to bidder. 5. MSME : -In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject 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 Technical Bid tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in Technical bid as well as duly filled in and signed "Bid Securing Declaration" as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached: <table border="1"> <tr> <td>SECTION F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division 42</td><td>Civil Engineering</td></tr> <tr> <td>Group 421</td><td>Construction of roads and railways</td></tr> <tr> <td>Class 42101</td><td>Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways are only applicable for exemption of EMD and Tender fees .</td></tr> </table>	SECTION F	CONSTRUCTION	Division 42	Civil Engineering	Group 421	Construction of roads and railways	Class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways are only applicable for exemption of EMD and Tender fees .
SECTION F	CONSTRUCTION								
Division 42	Civil Engineering								
Group 421	Construction of roads and railways								
Class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways are only applicable for exemption of EMD and Tender fees .								
	6. Integrity Pact Agreement: (Annexure I). I. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal. II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.								

	III. In case of Partnership firm, IP agreement shall be signed by all the Partners of Partnership firm failing which bid will be considered non responsive. IV. In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm/authorized partner of the Partnership firm. Copy of partnership deed & authorization letter may be submitted. V. In case of Private Limited Company, IP agreement needs to be supported with copies of 'Power of Attorney and Board resolution' shall be submitted at technical bid stage.
Joint Venture	Not-Applicable
Rebate	Applicable
Bid Document Fee :	Rs1000.00 (+) 18% GST = Rs. 1180.00/-
Bid Document Fee Payable To:	Only through Digital mode of Payment at Punjab National Bank Gandhidham Branch,. Account No. 0190002100031883 IFSC code. PUNB0019000
Bid Security/ EMD (INR) :	Rs. 1,40,601/-
Bid Security/ EMD (INR) In Favour Of :	Only through Digital mode of Payment at Punjab National Bank Gandhidham Branch,. Account No. 0190002100031883 IFSC code. PUNB0019000
Bid Document Downloading Start Date	13/04/2026
Bid Document Downloading End Date	05/05/2026 Up to 1600 Hrs.
Date & Place of Pre Bid Meeting	N.A
Last Date & Time for Receipt of Bids	05/05/2026 Up to 1600 Hrs.
Bid Validity Period	120 Days from the date of opening of Technical bid.

Condition ::	• Tender fee & EMD shall be submitted in electronic format through on line (by scanning) while uploading the bid. • This submission shall mean that EMD & Tender Fee are received. Accordingly, offer of only those shall be opened whose EMD & Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to SUPERINTENDING Engineer, Roads Division, New Annex, Room no. 105, A.O Building, Gandhidham within 7 days from the date of opening.
Remarks::	Submission of E.M.D., Tender Fee and other Documents during office hours : upto 12/05/2026 by R.P.A.D /Speed post or in person in the chamber of Superintending Engineer, Roads Division, New Annexe, Room no. 105, A.O. Building Gandhidham (Kutch) - 370201.
Bid Opening Date::	Technical Bid shall be opened on 05/05/2026. Date of opening of Price Bid shall be notified after scrutiny & evaluation of Technical bid.
Documents required to be submitted by scanning through online:	a. Documents' in support of fulfilling qualifying criteria as indicated above. b. Tender fee & EMD to be paid through digital mode of Payment through Digital Mode in Account no 0190002100031883 IFSC code: PUNB0019000, Punjab National Bank, Gandhidham branch c. <u>Integrity Pact Agreement (Annexure I).</u> The bid/tender shall also be accompanied by Integrity Pact Agreement as per format in the tender. (1) The potential bidders shall download and print the IP signed by the Employer and their witness and affix his/her signature on the IP agreement in the presence of a witness from his / her side, who shall also affix his/ her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal. (2) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which any potential bidder is unable to upload the IP Agreement, then he/she shall submit the hardcopy of the duly filled, signed IP Agreement to the department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

	(3) In case of Partnership firm, IP agreement needs to be signed by all the partners or by the authorized person of partnership firm and copy of partnership deed shall be submitted at Technical bid stage, failing which bid will be treated as not responsive. The documentary evidence towards authorized signatory may be submitted in the Technical Stage. d. As indicated in clause 4 of Section 1 – Instructions to bidders.
Officer- Inviting Bids::	Superintending Engineer (R), Roads Division Gandhidham
Bid Opening Authority ::	Superintending Engineer (R), Roads Division Gandhidham
Address::	Superintending Engineer, Roads Division, New Annexe, Room no. 105 A.O. Building Gandhidham (Kutch) - 370201
Contract Details ::	Telephone : (Mob.)- 91- 9879223141

Superintending Engineer (R),
Deendayal Port Authority

Note :

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n) Procure Support team at following address: -
(n) code Solutions – A division of GNFC Ltd., (n)Procure Cell, 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details:

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

BSNL: +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689

Fax : +91-79-26857321, 40007533

E-mail : nprocure@gnvfc.net

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

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

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

14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non- responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

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

- (I) Upload scanned copy of Duly Signed Integrity Pact Agreement by the bidder and Witness in Technical-Bid.
- (II) The Proof of online transfer of funds to be submitted in Technical-Bid stage towards cost of tender fees/EMD.

Bid Document.

- (i) Certificates of Work Experience of successfully completed works issued by the client.
- (ii) Certificate of Financial Turnover from CA.
- (iii) Any Other Document as specified in the NIT.
- (iv) Affidavit as per provisions of NIT
- (v) Certificate of Registration for GST and acknowledgement of up to date filed return if required.

SECTION -1
INSTRUCTIONS TO BIDDERS GENERAL

1. Scope of Bid

1.1 The SUPERINTENDING ENGINEER (R), DEENDAYAL PORT AUTHORITY, invites bids by E-Tendering for “Repairing of approach road from NHAI road to Mithirohar GIDC via village road” detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.

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

2 Source of Funds

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

3 Eligible Bidders

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No .4

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

3.3 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.

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

4 Eligibility Criteria:

4.1 a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.

b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

c. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or blacklisting, if any.

4.2 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below:

(i) Average annual financial turnover during the last three years ending 31st March 2025, should be at least **Rs 21.09 Lakhs**. (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive).

(ii) The applicant must have successfully completed or **substantially** completed similar works during last seven years ending last day of month previous to the one in which applications are invited should be either of the following :

(a) Three similar completed works each costing not less than **Rs. 28.12 Lakhs (Excluding GST)**.

OR

(b) Two similar completed works each costing not less than **Rs. 35.15 Lakhs (Excluding GST)**.

OR

(c) One similar completed work costing not less than **Rs. 56.24 Lakhs (Excluding GST)**.

4.3 "Similar works" means BIDDER should have completed any type of ***Construction /Maintenance (Separately or combined) of Asphalted work / Crust work including allied civil works*** successfully in that particular contract during last 7 years ending last day of month previous to the one in which applications are invited.

4.4.1 Work experience in Private Organization: If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:

- **TDS Certificates:** The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.
- **CA Certificate:** The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN/membership number.

Failure to provide these documents will result in the bid being treated as non-responsive.

4.4.2 **Subcontractor Work Experience:**

"If the similar work is executed as sub-contractor, the work experience shall be considered for pre-qualification only, if same is carried out in Govt./ Semi Govt./ Public Sector Undertakings/ Autonomous Body working under Govt. of India/ Public Limited company (listed on National Stock Exchange or Bombay Stock Exchange) subject to submission of sub-contract permission issued by the respective authority i.e. principle employer prior to execution of the work.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority i.e. principle employer along with completion Certificate / Form 3A authenticated by concern respective authority i.e. principle employer.

If the sub contract permission, completion certificate/ form 3A uploaded by bidder is not authenticated by issuing authority the bid shall be considered as non-responsive and if same is declared forged or mis-match any content from original certificate or informed by concern authority that they have not issued said certificate/ form 3A, the bidder shall be debarred for participating in new tenders of civil engineering department for period of two years. The decision taken by DPA shall be final".

4.4.3 In case of Micro and Small Enterprise (MSEs) holding valid certificate issues by any agencies/organization under The Ministry of Micro, Small & Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender

Fee/EMD UTR Number. Such bidder shall upload the scanned copy of valid certificate in Technical bid stage”.

NIC codes regarding related activity are mentioned below:

LEVEL	DESCRIPTION
SECTION F	CONSTRUCTION
Division 42	Civil Engineering
Group 421	Construction of roads and railways
Class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways are only applicable for exemption of EMD and Tender fees

4.5 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of construction work performed for each of the seven years.
- c. Experience in works of a similar nature and size for each of the last Five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- e. Authority to seek references from the Bidder's bankers.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD (submit scanned copy Technical bid stage).
- h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- i. If GST reimbursement is required, the bidder has to submit letter duly scanned indicating that his rates are exclusive of GST.
- j. Integrity Pact.

4.6 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified,

if they have:

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

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Invitation of Bids (NIT)

DC 1	Bid reference
NIT	Invitation to Bidders
SECTION 1	Instructions to Bidders
SECTION 2	Forms of Bid, Qualification Information
SECTION 3	CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS
SECTION 4	Form of Security
SECTION 5	Schedule A
SECTION 6	Schedule-B

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

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

9. Language of Bid

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

10. Documents comprising Bid

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

A) Technical Bid :

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

B) Financial Bid :

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

11. Bid Prices

- (i) Contractors Bid duly filled and digitally signed by bidder.
- (ii) Priced bill of quantity duly filled and digitally signed by bidder

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

11.3 The rates quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except GST.

12. Currencies of Bid and Payment

12.1 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

13. Bid Validity

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

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

14. Bid Security (Earnest Money Deposit-EMD)

- A. Earnest money Deposit (EMD) shall be **Rs, 1,40,601.00** to be submitted in form of Digital mode of payment in following Account.

Beneficiary name	:	Deendayal Port Authority
Account No.	:	0190002100031883
IFSC code.	:	PUNB0019000
Bank & Branch	:	Punjab National Bank, Gandhidham

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

- B. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- C. EMD will be refunded suo-motto without any application from the bidders.
- D. The Bid Security of the successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Security 5%.
- E. The Bid Security may be forfeited, if
 - (a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity,
 - (b) The Bidder does not accept the correction of the Bid Price, pursuant to any arithmetic errors, or
 - (c) The successful Bidder fails within the specified time limit to
 - (i) Sign the Agreement
 - (ii) Furnish the required Performance Security.

15. Alternative Proposals by Bidders

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

16. Format and Signing of Bid

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

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

C. SUBMISSION OF BIDS

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

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned

and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of SE(R) within 7 days of opening of the tenders.

The envelopes shall

- (a) be addressed to:
The Superintending Engineer (Roads),
Deendayal Port AUTHORITY,
A.O. Building, Roads Division,
Annexe, GF Room No. 105
Gandhidham-Kutch-370201.
Gujarat-State.
- (b) bear the following identification:
Accompaniments for “Repairing of approach road from NHAI road to Mithirohar GIDC via village road”

Bid reference No. -RD/2026

Name and address of the bidder.

18. Deadline of Submission of the Bids

- a) Technical Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than 16:00 hrs. on 05/05/2026 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.
- b) 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.
- c) At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

19. Late Bids

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

20. Modification and Withdrawal of Bids

- a) Bidders may modify or withdraw their bids before the deadline prescribed in Clause 18.
- b) No Bid can be modified after the deadline for submission of Bids.
- c) Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant of Clause 14 (E).

E. BID OPENING AND EVALUATION

21. Bid Opening

- a) On the due date and appointed time as specified in Clause 18, the Employer will first open Technical bids of all bids received including modifications made pursuant to Clause 20. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.
- b) If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 23 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

22. Clarification of Bids

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

23. Examination of Bids and Determination of Responsiveness

- a) Prior to detailed evaluation of Bids, the Employer will determine whether each Bid(a) has been properly digitally signed (b) meets the eligibility criteria defined in Clause 4 (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.
- b) A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

24. Evaluation and Comparison of Bids

- a) The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 23.
- b) In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting discounts or other price modification offered in accordance with Sub Clause 20.
- c) 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.

F. **AWARD OF CONTRACT**

25. Award Criteria

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

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

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

27. Notification of Award and Signing of Agreement.

- a) 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 email, 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").
- b) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 28.
- c) 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.

- d) 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).

28. Performance Security

28.1 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. Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Bank Guarantee(BG) of Nationalized/scheduled bank (except Cooperative) Banks having its branch at Gandhidham or in form of Insurance Surety Bond as per form 8A of tender, and BG should remain valid for 60 (Sixty) days beyond the date of completion of all contractual obligation of the concern contract including Defect Liability Period, or Digital transfer within (21 days in case of domestics bid and within 28 days in case of global bids) 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 and submission of No Dues Certificate from Geology and Mining Department, Bhuj.

28.2 In addition to Performance Security (usually five percent), Contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/ interim payment) to be withheld as Security Deposit/ retention money until final acceptance.

The earnest money instead of being released may form part of the security deposit.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:

- (I) After the amount reaches half the value of the limit of retention money; and
- (II) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; !f the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

28.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 28.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

- 28.4 The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee
- 28.5 The performance guarantee submitted in form Bank Guarantee should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period of 6 months.

29. Corrupt or Fraudulent Practices

- 29.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (b) Will reject a proposal for award of work if he determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts, if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
 - (d) Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

30. Arbitration Clause

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

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

- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

SECTION 2

FORMS OF BID, QUALIFICATION INFORMATION

TABLE OF FORMS

- 1. SPECIMEN FOR FORM OF BID**
- 2. PRE-QUALIFICATION OF BIDDERS**
- 3. SPECIMEN CONTRACT AGREEMENT**
- 4. PROCEDURE FOR SIGNING INTEGRITY PACT**
- 5. LETTER OF ACCEPTANCE**
- 6. ISSUE OF NOTICE TO PROCEED WITH THE WORKS**
- 7. CONTRACTOR'S BID**

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

Date of Tender Submission.....Tender No.

Name of work: -.....

To
The Superintending Engineer (ROADS)
DEENDAYAL PORT AUTHORITY
Annex, A.O. Building, Room No. 105
Ground floor Gandhidham – Pin 370201.
Dist.- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing No. -TD/2025.
- (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]**;
- (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. PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders:

1.1 Constitution or legal status of bidder (attach copy)

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

2. Turnover of the firm

YEAR	TURN OVER(in Rs.)
2022-23	
2023-24	
2024-25	
Average	

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

3. Similar works

Particulars	Year	No. of works	Value
Total value of completed or substantially completed similar work as defined in the tender document during last 7 years ending in month previous to one in which Bid invited.	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		
	2024-25		

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

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

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

5. 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]

3. SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

AGREEMENT

This agreement made this _____ day of _____

between

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

WHEREAS the employer board invited tenders against tender No.(number) for execution of [tender title and brief description] and has accepted a tender by the Contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in figures and words, expressed in the contract currency (ies)] (hereafter called" Contract Price") AND WHEREAS the contractor has agreed to deposit the Performance Security Deposit as follows for the due fulfilment of all the conditions of the contract.

1. Rs. _____ paid in the form of (insert: mode of Payment) at (insert name of Bank), (insert Account No. ,IFSC code,) Bank Guarantee/Fixed Deposit/Insurance surety bond/Digital Transfer towards 5 % of Contract value as Performance Guarantee and balance 5% to be recovered from running bills.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

AND WHEREAS, EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the

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

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

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

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

(insert Contractor's Name and address)

For behalf of the contractor:

WITNESS:(Name, Signature, address)

1. -----
2. -----

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

Chief Engineer
Deendayal Port Authority

For and behalf of the employer/board

WITNESS:(Name, Signature, address)

1. -----
2. -----

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

Secretary
Deendayal Port Authority

4. The approved “Procedure for signing Integrity Pact” is as follow:

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

5. LETTER OF ACCEPTANCE

(On letterhead paper of the port)

(date)

TO:

(Name and address of the contractor)

Dear Sirs,

Tender no. RD: __ __ /2026

Sub: "Repairing of approach road from NHAI road to Mithirohar GIDC via village road"

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 signature

6. ISSUE OF NOTICE TO PROCEED WITH THE WORKS
(Letter head of the Port)

_____dated

To
(Name and address of the contractors)

Dear Sirs,

Sub: "Repairing of approach road from NHAI road to Mithirohar GIDC via village road"

Tender no.

Ref.: Letter of acceptance no.____ dated:_____

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

Yours faithfully,

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

7. CONTRACTOR'S BID

Description of the works: **“Repairing of approach road from NHAI road to Mithirohar GIDC via village road”.**

BID

TO

----- (The employer)

Address

GENTLEMEN,

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

_____ (in letters)

The advance payment required / not required as per rule

We accept the appointment of _____ as the conciliator.

(OR)

We do not accept the appointment of _____ as the

(Not Applicable please)

Conciliator and propose instead that _____ be appointed as

Conciliator whose daily fees and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you receive.

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

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

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

Notes:

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

SECTION 3

CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

SPECIAL CONDITIONS AND SPECIFICATIONS

1. The provision in special condition and specification which form a part of contract have precedence over those specified in General Condition and content in case of diversity if any.
2. Broad Scope of Work : as per Drawings, BOQ & direction of engineer in-charge Direction, not limited as mention below.
(I) Location : MITHIROHAR VILLAGE ROAD AND GIDC APPROACH ROAD
3. The tenderer shall examine carefully the conditions of contract, specifications and drawings before submitting the tender. He shall also visit and inspect the site of work and acquaint himself with all local conditions of work, availability of construction materials and labor, nature of soil and working conditions at and are used at site before submitting the tender. No dispute/claim whatsoever shall be entertained for work of any nature arising out of local condition.
4. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer in charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and shall be complied with the requirements promptly. The site order book shall be the property of the department and shall be handed over to the Engineer-in-charge in good condition on the completion of the work or whenever demanded by the Engineer-in-charge.

5. Arbitration Clause

- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (i) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.
The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (ii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iii) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (iv) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (v) 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.

- (vi) 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.
 - (vii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
 - (viii) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
 - (ix) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
 - (x) 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.
 - (xi) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
 - (xii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".
6. If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.

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

- 7. The work shall be done strictly in accordance with specification laid down in latest IRC standard, latest IS codes in practice for different building trades, in addition to the specifications given in Bill of quantities of the tender, approved plan and the instructions issued by the Engineer-in-charge from time to time.
- 8. Tenders without earnest money will not be considered.
- 9. For the purpose of measurement, the method prescribed in the Indian standard method of measurement of the building works shall be applicable unless stated otherwise in this contract. In the case of any ambiguity the decision of Engineer in charge shall be final and binding.
- 10. Income tax at applicable rate and surcharge as applicable on the payment to contractor will be deducted from the payment and only net amount shall be paid for as directed by the Central Board of Direct Taxes, Ministry of Finance, and Government of India.
- 11. The rates quoted by the tenderer shall hold good for 120 days from the date of opening of Technical bid stage.
- 12. The Contractor shall be required to execute the work in such a way as not cause any damage, hindrance or interference in the activity and the work going on in the area. He shall not deposit the materials at such places, which may cause inconvenience to the public.
- 13. All the works comprised in contract until handed over to the Engineer in charge shall stand at the risk of contractor who shall be responsible to make good at his own cost all losses and damages caused due to fire weather or any other reasons and causes etc. At the time of completion of work, all the works in good condition and order shall be handed over.
- 14. The notes and date furnished in DEENDAYAL PORT AUTHORITY schedule of rates enforce will be considered for measurement purpose in the case of various materials as regards to lead, weight of materials and allowances for voids covering capacity etc. for materials.
- 15. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
- 16. The sand, aggregate & other minerals is to be brought from approved quarry.
- 17. Tenders containing conditions for lowering or raising the quoted rates shall summarily be rejected.

18. During the execution of work, the contractor shall employ only such persons who are careful, skilled and experienced in their service trades. The Engineer in charge shall be at liberty to object and ask the contractor to remove, from the work any person employed by the contractor in execution of work if in the opinion of Engineer in charge, misconduct or he is negligent, in the proper performance of his duties and such person shall not be again employed in the work without the permission of Engineer in charge. If required temporary site office with proper sitting & working arrangements need to be arranged by contractor on his own cost, without any extra payment.
19. All the precautions regarding the safety of the workmen shall have to be taken by the Contractor at his own cost and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.
20. The Engineer-in-charge may delete any number of items included in this contract without assigning any reasons and no disputes/claims on this account shall be entertained.
21. Nothing extra shall be paid for the change of quarry for any quarried material, against lead etc.
22. Work shall be carried out in accordance with best standard of workmanship and to the entire satisfaction of Engineer-in-charge.
23. The contractor shall be in accordance with requirement of the Engineer-in-charge, afford all reasonable facilities to any other contractor employed by DEENDAYAL PORT AUTHORITY board and their workmen for work not included in the contract, which the Board may enter at any time. No dispute on any account shall be entertained.
24. The tender documents submitted by the contractor and correspondence exchanged between him and DEENDAYAL PORT AUTHORITY Authorities prior to acceptance of the tender and thereafter shall form part of agreement even though formal agreement duly signed is not executed.
25. All rules and regulations governing DEENDAYAL PORT AUTHORITY shall be applicable.
26. The contractor has to comply all the complaints (if any) regarding their work at the time.
27. If applicable the payment from Bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid concerned authority is submitted for the previous bill."
28. All tools plants and sundries etc. as required are to be brought by the contractor for carrying out the work to the complete satisfaction of the Engineer-in-charge without any extra cost.
29. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
30. The tender should submit firm offer without any price variation and no escalation will be considered.
31. The tenders are not expected to make any post-tender modifications. Hence the tenders should not make any correspondence regarding the tenders after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against them. All the tenders received on or before the due date & time shall be opened. If otherwise found in order.
32. The Engineer in charge reserves the right to make necessary changes in the Quantity and no claims whatsoever on account of changes in diameter of bars will be entertained.
33. While evaluating tender regard would be given to the National Defense Security considerations.
34. All the royalties of materials, quarry fees, octroi wharf age charge are payable by the contractor directly to the authorities concerned and the rates quoted shall be deemed to be inclusive of all such charges.
35. In the event of any reduction in the quantities to be supplied for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done, as per tender.

36. The Income Tax, PAN and GST registration No may be furnished with documentary evidence along with the Tender Documents.
37. The bank Guarantee submitted in lieu of security deposit must be from any Nationalized/Scheduled Banks (except Co-operative banks) having its branch at Gandhidham. (Performa enclosed). The Bank guarantee is to be sent directly to DPA by issuing Bank through registration post (AD).
38. The Bidder shall give an undertaking that they have not made any payment or illegal gratification to any person authority connected with the bid process so as to influence the bid process and have not committed any offence under the P.C Act in connection with the bid.
39. The Contractor must ensure minimal disruption to ongoing activities at road. Contractor shall ensure not to cause any damage to the Existing property in the vicinity of work site during execution of work. If any damage occurs due to workmen / machinery of the contractor, the contractor has to make good the loss / damage at his cost.
40. The Contractor must facilitate Transportation for client representative or appointed inspector for visit & inspection of the construction & Testing labs to ensure adherence to quality standards.
41. All materials required to be used in the work shall be got tested from Government / NABL Approved lab and the charges there of shall be borne by the contractor. The contractor shall extend all necessary assistance, service as may be required, without any extra cost, necessary test shall be carried-out if directed by Engineer-In-charge.
42. The Contractor must arrange for any temporary power and water required for the construction activities, including any associated costs on his own without any extra payment.
43. The contractor is responsible for restoring the site to its original condition upon completion of the project, including landscaping, cleaning, removal of debris and removal of temporary structures.
44. Store materials in a manner that prevents damage and deterioration. Implement measures to protect materials from weather and unauthorized access is the scope of Contractor.
45. Contractors are required to visit the site to assess the conditions and constraints before submitting their bids.
46. **Force Majeure:** Conditions beyond control of either parties like war, hostility, acts of public enemy civil commotion, sabotage serious loss or damage by fire explosions, epidemics, strikes, lockouts or act of God come under the legal concept of Force Majeure (FM) delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided notice of the happening of any such event is given by the affected party to the other within 30(thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continues for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
47. The Contractor must adhere to all safety regulations, ensuring the safety of workers and campus occupants. Proper safety gear, including helmets, gloves, and harnesses, must be provided to all workers. The Contractor must implement dust control measures.
48. All tools, plants, scaffolding ladder etc. and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost and storing of such tools, plants etc. will have to be made by him.
49. At the time of handing over, the Contractor shall provide MS Boards at each location of work. These boards must display the details of the project, which should be clearly painted using oil paint. The information on the boards should include, but not be limited to, the project name, and any other relevant details as specified by the Engineer in-charge. The boards must be durable and weather-resistant to ensure visibility and legibility.
50. **Integrity Pact:** The bidder have to sign and seal and upload the scanned copy of Integrity Pact form (as per agreement form enclosed) along with the technical proposal as a token of acceptance. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach the office of **Superintending Engineer (R)** within 7

days of opening of the tenders failing which tender shall be considered irrelevant, However, the agreement is to be executed during the issuance of **LOA**.

51. The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri Amiya Kumar Mohapatra, IFoS (Retd.), and Dr. Gopal Dhawan, Ex-CMD, MECL Has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under

- (1) Shri Amiya Kumar Mohapatra, IFoS (Retd.),
Qrs. No. 5/9, Unit-9, Bhoi Nagar, Bhubaneswar-751 022.
Mobile No. 9437002530 email: amiyaifs@gmail.com
- (2) Dr. Gopal Dhawan, Ex-CMD, MECL,
House no. 120, Jal Shakti Vihar (NHPC Society) P4, Builders Area, Greater
Noida Gautam Budh Nagar, Utter Pradesh- 201 315.
Mobile No. 8007771467 email: gdhawangeologist@gmail.com

52. SUBMISSION OF BID

Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n)code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 917926857316/17 /18 Fax: 9179 26857321 E-mail: nprocure@gnvc.net Mobile: 9327084190 /9898589652.

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of SUPERINTENDING ENGINEER (R) within 7 days of opening of the tenders.

The envelopes shall

- (a) be addressed to:

The Superintending Engineer (R),
Roads Division Ground Floor,
A.O. Bldg. Building
DEENDAYAL PORT AUTHORITY
Gandhidham-370201,
Kutch District Gujarat-State, INDIA
And submitted on <https://tender.nprocure.com>

- (b) bear the following identification:

Accompaniments for: **Repairing of approach road from NHAI road to Mithirohar GIDC via village road**

Bid reference No -RD/2026 Name and address of the Contractor.

53. DEADLINE OF SUBMISSION OF THE BIDS

- (a) Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than 16:00 hrs. on __/__/2026
- (b) 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.
- (c) 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 Contractors previously subject to the original deadline will then be subject to the new deadline.

- (d) 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.

54. BILLS TO BE SUBMITTED MONTHLY

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

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

56. BILLS TO BE ON PRINTED FORMS

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

57. PAYMENT OF CONTRACTOR'S BILL TO BANK

The DEENDAYAL PORT AUTHORITY has introduced electronic clearing system. The tenderer is required to furnish necessary details of Bank Account etc. as per Annexure enclosed.

- 58.** Prospective Bidder may raise query relating to bidding conditions, bidding process and / or rejection of bid etc. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.

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

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
- b. The intending bidder must have class-III digital signature to submit the bid.
- c. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Tender Fee & EMD in form of online Digital mode of Payment
- d. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- e. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but

- before last time and date of submission of bid as notified.
- f. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
 - g. Contractor can upload documents in the form of JPG format and PDF format.
 - h. It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
 - i. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
 - j. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
 - k. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
 - l. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

60. Deviation in quantities

Normally deviation means deviation in quantities of agreement items, i.e., where there is increase or decrease in the quantities of items of work specified in the agreement.

Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

65. **Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30% of the Total contract value awarded.**

66. Deriving the Market rates:

As per provisions of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.

Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/labor, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

67. Payment of Final Bill

Final bill of all works shall be paid as per DPA's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the Engineer-In-Charge Suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all probability may be in the minus. Similarly, E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.

68. Liquidated Damage (L.D.): -

68(A). In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of ½ % of the contract value per week of delay or part thereof, subject to a maximum of 10 percent of the contract price.

- (i) The owner 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 sub-clause 68A.
- (ii) The owner, 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.
- (iii) The owner, 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.
- (iv) In the event of such termination of the contract as described in clauses 68A(ii) or 68A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (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.
- (v) The ceiling of LD shall be 10% of the cost of work.

Note: Contract price is excluding of GST.

69. GST Clause

- (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. The TDS on GST as per the applicability will be deducted.

However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

- (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors / professionals and others for work order/contracts exceeding Rs. 2,50,000.00
- (f) Contractor / Service provider / Supplier etc. Has to ensure timely and proper filling of GSTR 1 so that DPA can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the Contractor Service provider / Supplier etc. It will be financial loss to the DPA and therefore same shall recovered from payment / deposit of the Contractor / Service provider / Supplier etc.

70. The contractor shall have to obtain quarry permits from the office of the Geologist, Department of Geology and Mines, Anjar-Kutch before quarrying any secondary materials like Quarry spall, crushed metal, sand, earth, murrum, rubble etc. All royalties of materials, quarry fees, etc., payable by the contractor directly to the Authority concern and rates tendered shall be deemed to be inclusive of all charges. Before Claiming refund of security deposit the contractor shall produce “NO dues certificate” from Geologist, Anjar.

71. Special conditions for environmental protection

- (i) The Contractor shall strictly follow-up the Environmental rules as per the Environmental Protection Act 1986. While execution of work and as directed by Engineer in Charge.
- (ii) All the Construction materials e.g., Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric material as directed by Engineer in Charge.
- (iii) The contractor should have stacked and dispose the waste material in such a manner which are not destroy the environment.
- (iv) The contractor shall sprinkle the water to minimize the dust emission.
- (v) Machine mixers, vibrators, way batchers plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
- (vi) Emission of NO₂ and SO₂ shall be maintained within the work site area as per the International Regulations (MARPOL).
- (vii) To prevent the minimize vibration and noise from machineries / vehicles during construction activities the contractor shall take the remedial action to minimize noise pollution as under: -
 - a. Provide adequate silencers attached with all vehicles and machineries.
 - b. Install suitable mufflers on engine exhaust and compressor component.
 - c. The diesel generators set shall be used of noise less.
- (viii) The contractor (s) shall stacked/stored the construction materials at adequate distance from coastal area.
- (ix) The contractor shall provide the barrier to prevent the construction material from mixing up with surface / ground water.
- (x) The contractor (s) should discharge Waste water generated during Construction work as per CPCB/GPCB regulations.

72. The rate quoted by the contractor shall be realistic, during the evaluation of tender, if rates quoted by the contractor are found unrealistic, the tender shall be considered non-responsive & E-I-C reserve right to cancel no any correspondence shall be entertained in this regard.

73. All the material supply be as when required in various size & shapes, required Quantity as per site requirement and instruction of Engineer-in-charge.

74. The contractor shall have to collect and stack the required materials from the approved quarry. These materials shall be free from foreign materials and should be got approved from the Engineer-in-charge before putting them into use. These materials shall be of required size and are to be duly screened. Unwanted or rejected materials shall not be stacked at the site of work and shall be removed by the contractor at his own cost.

75. Removal of rejected/sub-standard materials

- (a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.
- (b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.

76. The contractor has to provide sufficient barricades with proper illumination in night and reflective sign boards to site of work so that traffic plying nearby should not damage the recently concreted work. In case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.

77. The Contractor shall be registered under The Building and Other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.

78. All the labour acts, rules and regulations enforce from time to time shall strictly be followed by the contractor. The contractor has to obtain license from the Assistant Labour¹² Commissioner(C), Gopalpuri prior to the commencement of the work, in case he intends to engage 10 or more labour on any day during the execution of work and he has to be registered with A.L.C., Gopalpuri, if he is intending engage more than 10 labours.
79. The contractor shall ensure that all his workmen wear PPE (Personal Protective Equipment's) commensurate with the severity of work.
80. The Administration shall also have the right to terminate the contract in case of default by contractor.
81. It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.
82. The **defect liability period for the subject work is of 06 months** from the date of completion of work as certified by Engineer-in-charge.

The defect liability period for the work is 06 months from the date of completion of work as per completion certificate issued by the Engineer in charge. The contractor will be responsible to rectify all the defects observed during defect liability period at his own cost, failing which same will be rectified by the Engineer in charge and amount will be recovered from the performance security.

- (I) Identity Defects : The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.
- (II) Tests : If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.
- (III) Correction of defects : The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- (IV) Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.
- (V) Uncorrected Defects : If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

83. LABOUR

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

84. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, Notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security.

The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

85. SALIENT FEATURES OF FOLLOWING SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN 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. 74
- (c) Employees P.F and Miscellaneous Provision Act 1952: - The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are: Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to 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 75 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 criminally abilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter- State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. 76 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.

CONTRACTOR

**SUPERINTENDING ENGINEER (R)
DEENDAYAL PORT AUTHORITY**

SECTION 4

FORMS OF SECURITIES AND OTHER FORMATS

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.

SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/ SECURITY DEPOSIT
(To be executed on Rs.300/- non-judicial Stamp Paper)

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

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

(Name of the contractor/s) Under the terms and conditions of the contract, vide _____'s letter No _____ (Name of _____ the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____

dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and conditions of the said contract, on production

of a _____ bank Guarantee for
Rs. _____ (Rupees _____) only we, the
(Name of _____ the Bank and Address)

_____ (Hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount

not exceeding Rs. _____
(Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reasons of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

3 We, _____, undertake to pay to the (Name of Bank and Branch)

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

4. We, _____ further agree with the Board that the (Name of Bank and Branch) guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

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

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

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

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

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

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

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);

(b) This Bank Guarantee shall be valid up to _____; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before __ (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)

(Name) Signature

Annexure – “II”

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

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

DECLARATION BY THE PARTY: -

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

Signature of the Party With the seal

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

To

(Project Title)

Ref:

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

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

Date: _____

To,
The Board of Deendayal Port Authority [insert port],

Dear Sir,
Sub: Our Bank Guarantee No. _____ dated
_____ for Rs. _____ favoring yourselves issued on a/c of

M/s. _____
(Name of contractor)
.....

We confirm having issued the above-mentioned guarantee favoring
yourselves, issued on account of M/s. _____ validity for expiry up to
date

_____ and claim expiry date up to _____

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

Name of signature of Bank Officer

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

To The

Dear Sir,

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation: For & on behalf of:

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

Bid Security Declaration

Form Date:

Tender No **02-RD/2026** No. ____

To (insert complete name and address of the Employer/ Purchaser)I/We. The undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;
or

- b) having been notified of the acceptance of our Bid by the purchaser during
the period of bid validity

(i) fail or reuse to execute the contract, if required,

or (ii) fail or furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as **"The Principal"**.

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No **02-RD/2026** The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

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

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

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled

to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the

information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact as specified above, unless it is discharged / determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Gandhidham, Gujarat.

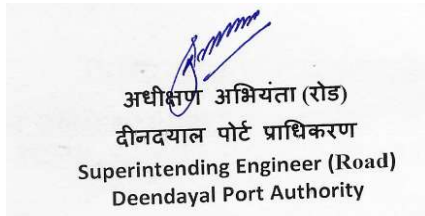
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



(Hemant Kr Bhaskar)
(For & on behalf of the Principal)

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

Place : Gandhidham
Date : ____/____/2026



Witness-1:
(Ashok J Bhatia)
(Gandhidham)
Jr. Engineer

Witness-2: _____
(Name & Address)

"Note:

- (1) The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10) as per procedure given under Section 2 of the tender documents.
- (2) The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri Amiya Kumar Mohapatra, IFoS (Retd.), and Dr. Gopal Dhawan, Ex-CMD, MECL Has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under

Shri Amiya Kumar Mohapatra, IFoS (Retd.),
Qrs. No. 5/9, Unit-9, Bhoi Nagar, Bhubaneswar-751 022.

Mobile No. 9437002530 email: amiyaifs@gmail.com

Dr. Gopal Dhawan, Ex-CMD, MECL,
House no. 120, Jal Shakti Vihar (NHPC Society) P4, Builders Area, Greater Noida Gautam Budh
Nagar, Uttar Pradesh- 201 315.
Mobile No. 8007771467
email: gdhawangeologist@gmail.com

FORM-8A

**FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(To be execute on Non-Judicial Stamp paper of appropriate value)**

(Insurance Surety Bond No)

Date.....

(Name of the Contract)

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

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s. [Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to..... (*) of the said value of the aforesaid work under the Contract to the Employer.

We [Name & Address of the Insurance Company] having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any

exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed.....(*).....

ii) This Insurance Surety Bond shall be valid upto.....(+)

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before(@)

Dated this day of.....20..... at

WITNESS

Signed for and on behalf of the Insurance Company

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

Notes:

1. **(*)** This sum shall be **Five percent (5%)** of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

(+) This date will be the date of issue of defect liability Certificate (if applicable).

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

SECTION 5

SCHEDULE “A”

Section-6

SCHEDULE “B” BILL OF QUANTITY