

# DEENDAYAL PORT AUTHORITY



**TENDER No. ES- 02 /2022**

**E-Tender for "Appointment of Land Valuer for Valuation/Fixation of Market Rates of Gandhidham Township Land (All Sectors) for the Year 2022-2026"**

**"Invited by"**

OFFICE OF EXECUTIVE ENGINEER (ESTATE)  
Deendayal Port Authority  
Town Development Wing,  
Engineering Department,  
Administrative Office Bldg.,  
POST BOX NO.50  
GANDHIDHAM (KUTCH) – 370 201  
DIST: KUTCH  
STATE: GUJARAT

## **TENDER DOCUMENTS FOR**

### **Appointment of Land Valuer for Valuation/Fixation of Market Rates of Gandhidham Township Land (All Sectors) for the Year 2022–2026**

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## **DEENDAYAL PORT AUTHORITY**

**Administrative Office Building,  
Town Development Wing,  
Gandhidham, Kachchh, Gujarat – 370 201**

### **E - TENDER NOTICE NO. ES- 02/2022**

<b>Name Of Work</b>	Appointment of Land Valuer for Valuation/Fixation of Market Rates of Gandhidham Township Land (All Sectors) for The Year 2022–2026
<b>Cost of Tender Document (Non – Refundable)</b>	Tender Fees (Non Refundable) of Rs.2950=00 (Rs. Two Thousand Nine Hundred Fifty Only) (I.E. Rs.2,500.00 + 18% GST) is to be Submitted To D.P.A. in Form of Demand Draft/ Bankers’ Cheque/ Pay Order in Favour of "Deendayal Port Authority", Payable at Gandhidham.
<b>E.M.D. (Rs.)</b>	E.M.D. amounting to Rs. 7046/- is to be submitted to Deendayal Port Authority in Form of Demand Draft/ Bankers Cheque/Pay Order in Favour of "Deendayal Port Authority", Payable at Gandhidham.
<b>Downloading of Tender Documents</b>	Tender Documents can be Downloaded From the Official Web – Site Of Deendayal Port Authority <a href="https://Kpt.nprocure.com">https://Kpt.nprocure.com</a> <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> Or
<b>Date of Downloading of Tender Document</b>	From 16/12/2022 to 05/01/2023 Upto 15.00 hours
<b>Last Date &amp; Time For On – Line Tender Submission</b>	On 01/05/2023 Upto 15:00 Hours On Website <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
<b>On – Line Opening of Technical Bid</b>	On 05 /01/2023 at 16:00 Hours

The tenderer should possess the Valuer Certificate of “Immovable properties” issued by the Office of the Chief Commissioner of Income Tax and the Valuer having Average Annual Financial Turnover during the last three years ending 31st March of the previous financial year should be Rs. 2.11 Lakhs. The experience of having completed similar works during last 07 years ending last date of previous month should be either Rs.2.82 Lakhs (for three similar works each) / Rs.3.52 Lakhs (for two similar works each) / Rs. 5.64 Lakhs (for one similar work) can apply.

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

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

# **DEENDAYAL PORT AUTHORITY**

**DC : 1**

## **COMPETITIVE BIDDING**

**NIT NO :- ES- 02/2022**

<b>NAME OF WORK</b>	Appointment of Land Valuer for Valuation/Fixation of Market Rates of Gandhidham Township Land (All Sectors) for The Year 2022-2026
<b>DOWNLOADING OF TENDER DOCUMENTS</b>	TENDER DOCUMENTS CAN BE DOWNLOADED FROM THE OFFICIAL WEB - SITE OF DEENDAYAL PORT AUTHORITY <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> or <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
<b>DATE OF DOWNLOADING OF TENDER DOCUMENT</b>	FROM 16.12.2022 TO 05.01.2023 UPTO 15:00 HOURS
<b>LAST DATE &amp; TIME FOR ON - LINE TENDER SUBMISSION</b>	ON 01.05.2023 UPTO 15:00 HOURS ON WEBSITE <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
<b>ON - LINE OPENING OF TECHNICAL BID</b>	ON 05.01.2023 AT 16:00 HOURS
<b>OFFICER INVITING BIDS</b>	<b>Executive Engineer(Estate) Deendayal Port Authority</b>

## **NOTICE INVITING ONLINE TENDER**

### **DETAILS ABOUT TENDER:**

<b>DEPARTMENT NAME</b>	CIVIL ENGINEERING DEPARTMENT
<b>CIRCLE / DIVISION</b>	TOWN DEVELOPMENT WING, ADMINISTRATIVE OFFICE BUILDING, GANDHIDHAM (KUTCH) – 370 201
<b>TENDER NOTICE NO.</b>	ES- 02/2022
<b>NAME OF WORK</b>	E-TENDER FOR Appointment of Land Valuer for Valuation/Fixation of Market Rates of Gandhidham Township Land (All Sectors) for The Year 2022–2026.
<b>ESTIMATED CONTRACT VALUE (INR)</b>	RS. 7,04,625.00/-
<b>PERIOD OF COMPLETION (IN MONTHS)</b>	04 MONTHS
<b>BIDDING TYPE</b>	OPEN
<b>BID CALL (NOS.)</b>	ONE
<b>TENDER CURRENCY TYPE</b>	SINGLE
<b>TENDER CURRENCY SETTINGS</b>	INDIAN RUPEE (INR)
<b>QUALIFYING CRITERIA</b>	<p>AVERAGE ANNUAL FINANCIAL TURNOVER DURING THE LAST THREE YEARS ENDING 31ST MARCH OF THE PREVIOUS FINANCIAL YEARS, SHOULD BE AT LEAST RS. 2.11 LAKHS.</p> <p>EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORKS DURING LAST 7 YEARS ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH APPLICATIONS ARE INVITED SHOULD BE EITHER OF THE FOLLOWING</p> <p>THREE SIMILAR COMPLETED WORKS EACH COSTING NOT LESS THAN RS.2.82 LAKHS.</p> <p style="text-align: center;"><b>OR</b></p> <p>TWO SIMILAR COMPLETED WORKS EACH COSTING NOT LESS THAN RS.3.52 LAKHS.</p> <p style="text-align: center;"><b>OR</b></p> <p>ONE SIMILAR COMPLETED WORK COSTING NOT LESS THAN RS. 5.64 LAKHS.</p> <p>SIMILAR WORKS MEANS, VALUATION OF “IMMOVABLE PROPERTIES”.</p> <p>THE TENDERER SHOULD POSSES THE VALUER</p>

	CERTIFICATE OF "IMMOVABLE PROPERTIES" ISSUED BY THE OFFICE OF THE CHIEF COMMISSIONER OF THE INCOME TAX. THE SCANNED COPY OF VALID REGISTRATION LETTER ISSUED BY OFFICE OF CHIEF COMMISSIONER OF INCOME TAX ON SUBMISSION E-TENDER AND HARD COPY WITH EMD COVER.
<b>JOINT VENTURE</b>	NOT ALLOWED
<b>REBATE</b>	APPLICABLE
<b>TENDER FEE</b>	RS. 2,950=00 (RS. TWO THOUSAND NINE HUNDRED FIFTY ONLY) (I.E. RS.2,500.00 + 18% GST) IS TO BE SUBMITTED TO D.P.T. IN FORM OF DEMAND DRAFT/ BANKERS' CHEQUE/ PAY ORDER IN FAVOUR OF "DEENDAYAL PORT AUTHORITY", PAYABLE AT GANDHIDHAM.
<b>BID SECURITY / E.M.D</b>	E.M.D. AMOUNTING TO RS. 7,046.00 (RUPEES SEVEN THOUSAND FOURTY SIX ONLY) IS TO BE SUBMITTED TO DEENDAYAL PORT AUTHORITY IN FORM OF DEMAND DRAFT/ BANKERS CHEQUE/PAY ORDER IN FAVOUR OF " <b>DEENDAYAL PORT AUTHORITY</b> ", PAYABLE AT GANDHIDHAM.
<b>Condition</b>	In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage.
<b>DOWNLOADING OF TENDER DOCUMENTS</b>	Tender Documents can be downloaded FROM THE OFFICIAL WEB – SITE OF DEENDAYAL PORT AUTHORITY <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> OR <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
<b>DATE OF DOWNLOADING OF TENDER DOCUMENT</b>	FROM 16.12.2022 TO 05.01.2023 UPTO 15:00 HOURS
<b>LAST DATE &amp; TIME FOR ON –LINE TENDER SUBMISSION</b>	ON 05.01.2023 UPTO 15:00 HOURS ON WEBSITE <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
<b>ON–LINE OPENING OF TECHNICAL BID</b>	ON 05.01.2023 AT 16:00 HOURS
<b>DOWNLOADING OF TENDER DOCUMENTS</b>	TENDER DOCUMENTS CAN BE DOWNLOADED FROM THE OFFICIAL WEB – SITE OF DEENDAYAL PORT AUTHORITY <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> OR <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>

BID OPENING DATE	ON-LINE TECHNICAL BID WILL BE OPENED ON 05 01.2022 @ 16:00 HRS. DATE OF OPENING OF PRICE BID SHALL BE NOTIFIED AFTER SCRUTINY AND EVALUATION OF TECHNICAL BID.
<b>BID VALIDITY PERIOD</b>	<b>120 DAYS</b>
<b>CONDITION</b>	DEMAND DRAFT (DD) / BANKERS' CHEQUE (BC) FOR E.M.D. & TENDER FEE SHALL BE SUBMITTED IN ELECTRIC FORMAT THROUGH ON LINE (BY SCANNING) WHILE UPLOADING THE BID. THIS SUBMISSION SHALL MEAN THAT E.M.D. & TENDER FEES ARE RECEIVED. ACCORDINGLY

	OFFER OF THOSE SHALL BE OPENED WHOSE E.M.D. & TENDER FEE IS RECEIVED ELECTRONICALLY. HOWEVER, FOR THE PURPOSE OF REALIZATION, BIDDER SHALL SEND THE SAME IN ORIGINAL TO EXECUTIVE ENGINEER(EATATE), AT THE TIME OF TENDER OPENING OR SEND THE SAME THROUGH R.P.A.D./SPEED POST OR IN PERSON SO AS TO REACH TO EXECUTIVE ENGINEER (EATATE), A.O. BUILDING, GANDHIDHAM, WITH IN 7 DAYS FROM THE DATE OF OPENING.
<b>REMARKS</b>	SUBMISSION OF E.M.D., TENDER FEE AND OTHER REQUIRED DOCUMENTS DURING OFFICE HOURS WITHIN 07 DAYS OF OPENING OF TENDER BY R.P.A.D/SPEED POST OR IN PERSON IN THE OFFICE OF EXECUTIVE ENGINEER (EATATE), ROOM NO. 18, T.D.WING, ADMINISTRATIVE OFFICE BUILDING, GANDHIDHAM (KUTCH)-370201
<b>DOCUMENTS REQUIRED TO BE SUBMITTED THROUGH ON- LINE BY SCANNING</b>	<ol style="list-style-type: none"> <li>1. DOCUMENTS IN SUPPORT OF FULFILLING QUALIFYING CRITERIA AS INDICATED ABOVE.</li> <li>2. TENDER FEE IN THE FORM OF DEMAND DRAFT / BANKERS CHEQUE/PAY ORDER.</li> <li>3. E.M.D. IN THE FORM OF DEMAND DRAFT / BANKERS CHEQUE/PAY ORDER.</li> <li>4. AS INDICATED IN CLAUSE NO.8 OF INSTRUCTIONS FOR TENDERING.</li> </ol>
<b>OFFICER INVITING BIDS</b>	EXECUTIVE ENGINEER (ESTATE)
<b>ADDRESS</b>	OFFICE OF EXECUTIVE ENGINEER (ESTATE), TOWN DEVELOPMENT WING, ROOM NO.18, GROUND FLOOR, A.O. BUILDING, GANDHIDHAM- PIN CODE: 370201, KACHCHH, GUJARAT.



# **SECTION -1**

# **INSTRUCTIONS TO BIDDERS**

## **GENERAL**

### **2. SCOPE OF BID:**

The Executive Engineer (Estate), Deendayal Port Authority, invites bids by E-Tendering for the work of "**Appointment of Land Valuer for Fixation of Market Rate of Gandhidham Township Land for The Period of Five Years**".

The valuation / Fixation of Market Rates of Gandhidham Township Land in various locations viz: Sector 1 to 14, Sector 1-A, NU-10B, P & T Colony (NU-10B), NU-3, NU-4 DC-6, NU-4 DC-6 (Main), NU- 1 to NU-5 in DC-5, DC-5 (Main), Government Office Area, Gopalpuri Colony, FCI & KDLB Colony at Gopalpuri, KDLB Colony, IFFCO Colony & Green Belt area.

The sample area of the land to be considered for valuation shall be determined by the Valuers on their own.

The valuation shall be for developed land and undeveloped land separately.

The valuation to be done location wise for the all sectors. The valuation shall be carried out as per the standard norms taking into consideration of the use of land, location advantage to the business community of the port, land values adjoining to the Port Estates etc. The interested valuers may submit on -line bids for the work detailed in the table given in NIT.

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

### **3. 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.

### **4. ELIGIBLE BIDDERS:**

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

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

The tenderer should have the Valuer Certificate of "Immovable properties" issued by the Office of the Chief Commissioner of the Income Tax may only participate.

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

### **5. ELIGIBILITY CRITERIA :**

Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.2.11 LAKHS.

Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a.** Three similar completed works each costing not less than Rs. 2.82 LAKHS

- b. Two similar completed works each costing not less than Rs.3.52 LAKHS.
- c. One similar completed works costing not less than Rs.5.64 LAKHS.

“Similar Works” mean valuation of “Valuation of Immovable Properties.

The bidder should possess the Valuer Certificate of “Immovable Properties” issued by the office of the Chief Commissioner of Income Tax. The scanned copy of valid registration letter issued by the office of the Chief Commissioner of Income Tax.

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

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- c. Reports on the financial standing of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past Five years.
- d. Authority to seek references from the Bidder's bankers.
- e. PAN, Registration with G.S.T., Provident Fund Authorities.
- f. EMD and tender fee as prescribed in notice inviting online tender.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. An undertaking to the effect that no change has been made in the tender documents; and
- i. An undertaking that they have not been banned / de-listed by any reputed organization in past.
- j. The contractor must invariably quote the rate On-Line in the Price Bid, failing which it will be treated non-responsive. The rate quoted shall be exclusive of GST. The GST element will not be considered for the purpose of evaluation of bid price.  
  
The contractor shall quote prevailing GST rate separately, which shall be reimbursed by D.P.A. after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. All other duties, cesses applicable if any, shall be borne by contractor.
- k. The Tender set is required to be submitted duly sealed and signed on all the pages.
- l. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued

by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage

- 4.5 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have:
- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
  - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

## **6. ONE BID PER BIDDER:**

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

## **7. COST OF BIDDING :**

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

## **8. SITE VISIT:**

- 7.1 The bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the site shall be at the Bidders' own expense and Deendayal Port Authority will not be responsible for any expenses incurred by the Bidder in connection with preparation and submission of bids.

## **9. BIDDING DOCUMENTS**

- Content of Bidding Documents

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

**Invitation of Bids (NIT)**

SECTION 1: Instructions to Bidders  
SECTION 2: Forms of Bid, Qualification Information  
SECTION 3: Conditions of Contract and Special  
Conditions  
SECTION 4: Form of Securities  
SECTION 5: Bills of Quantities

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

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

**10. LANGUAGE OF BID:**

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

**11. DOCUMENTS COMPRISING THE BID.**

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

**A. TECHNICAL BID:**

1. Bid Security
2. 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:**

1. Bill of Quantities duly filled and digitally signed by bidder.

**12. BID PRICES:**

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1

based on the priced Bill of Quantities submitted by the Bidder.

11.2 The bidder shall fill in rates and prices for all items of work 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.

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

### **13. CURRENCIES OF BID AND PAYMENT:**

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

### **14. BID VALIDITY:**

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

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

### **15. BID SECURITY (EARNEST MONEY DEPOSIT – E.M.D.)**

A. Earnest money Deposit (EMD) shall be Rs.7,046=00 to be submitted in form of Demand Draft/ Bankers' Cheque/ Pay Order drawn in favour of Deendayal Port AUTHORITY payable at Gandhidham. E.M.D. in any other form shall not be accepted.

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

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

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

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

- i. sign the Agreement or
- ii. furnish the required Performance Security.

#### **16. ALTERNATIVE PROPOSALS BY BIDDERS:**

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

#### **17. FORMAT AND SIGNING OF BID:**

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

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

#### **18. SUBMISSION OF BIDS**

Bidders, who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act, 2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted:

**(n) Code  
solutionsA  
division of  
GNFC  
301, GNFC Infotower,  
Bodakdev, Ahmedabad – 380  
054 (India) Tel: + 91  
26857316/17/18  
Fax: +91 79 26857321  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)  
Mobile: 9327084190,  
9925117079**

The accompaniments to the tender documents as described under Clause 4.5 shall be Scanned and submitted On-Line along with Tender documents. However, the originals / attested hard copies shall have to be forwarded subsequently so as to reach the Office of Executive Engineer (Estate), TD Wing, A.O. Building, Gandhidham within 7 days of opening of the tenders.

**The envelopes shall be addressed to:**

The Executive

Engineer(Estate)TD WING,  
ROOM NO. 18,  
ADMINISTRATIVE OFFICE BUILDING,  
**GANDHIDHAM**  
**(KUTCH)PIN CODE:**  
**370 201 STATE –**  
**GUJARAT**

**The envelopes shall bear the following identification:**

ACCOMPANIMENTS FOR "E-TENDER FOR Appointment of Land Valuer for Fixation of Market Rate of Gandhidham Township Land for The Period of Five Years.

**BID REFERENCE NO. ES- 01/2022**

1. NAME AND ADDRESS OF THE BIDDER.
2. MOBILE NUMBER & E-MAIL ADDRESS.

**19. DEADLINE OF SUBMISSION OF BIDS :**

Bids must be received by the Employer in On-Line System at website <https://kpt.nprocure.com> not later than 12:00 HOURS ON /10/2022 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

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

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

**20. LATE BIDS:**



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

## **21. MODIFICATION AND WITHDRAWAL OF BIDS :**

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

## **E. BID OPENING AND EVALUATION**

### **22. Bid Opening**

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

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

### **23. CLARIFICATION OF BIDS :**

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

## **24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

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

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.

## **25. EVALUATION AND COMPARISON OF BIDS :**

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

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

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

## **26. AWARD OF CONTRACT 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.

## **27. 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 anybid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder orbidders of the grounds for Employer's action.

## **28. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

The Bidder, whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (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").

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

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

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

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

## **SECTION 2**

### **FORMS OF BID, QUALIFICATION INFORMATION**

#### **TABLE OF FORMS**

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

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

**To**  
**The Executive Engineer(Estate)**  
**Deendayal Port Authority**  
TD Wing, A.O. Building, Ground floor,  
Gandhidham – Kutch - Pin 370-201.  
District, Kutch (Gujarat)

**We, the undersigned, declare that:**

- a. We have examined and have no reservations to the tender documents, including addenda and clarifications.
- b. We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing No. ES-01/2022.
- c. our tender shall be valid for the period of 120 Days, from the date fixed for the tender submission deadline in accordance with [ITB Clause 18], and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with [ITB Clause 18]; We also undertake that no changes have been made in Tender Documents (ITB Clause 18); we also undertake that no changes have been made in tender documents (ITB 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.

**a. No Joint Venture.**

- b. 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]
- c. We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with [ITB Sub-Clause 27] and as per specimen from the purpose;
  - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
  - II. We also make a specific note clauses of [ITB, NIT] under which the contract is governed.

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

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

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

**Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)**

**PRE-QUALIFICATION OF BIDDERS**

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

**1. Only for individual bidders:**

Constitution or legal status of bidder (attach copy)

- A. Place of registration
- B. Principal place of business
- C. Power of attorney of signatory of bid(Attach)

**2. Turnover of the firm**

YEAR	TURN OVER
<b>2019 – 2020</b>	
<b>2020 – 2021</b>	
<b>2021-2022</b>	
<b>AVERAGE</b>	

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

**3. SIMILAR WORKS**

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years ending in 2021	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		

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

**4. INFORMATION ON LITIGATION HISTORY IN WHICH THE BIDDER IS INVOLVED.**

Other party(ies)	Port/Dept.	Cause dispute	ofAmount	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]

**LETTER OF ACCEPTANCE  
(on letter paper of the port)**

\_\_\_\_\_ (date)

**To:** \_\_\_\_\_  
(Name and address of the contractor)

**Dear Sirs,**

**SUB:** Tender No: **ES-01/2022**  
"Appointment of Land Valuer for Valuation/Fixation of Market Rates of Gandhidham Township Land (All Sectors) for The Year 2022-2026"

**REF.:** Your bid dated  
And [list the correspondence with the bidder]

This is to notify you that your bid dated for execution of the (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees

(amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form Detailed in tender document for an amount of Rs. {\_\_\_\_\_} within days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e upto and also sign the contract agreement within {\_\_\_\_\_} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

**Yours faithfully,**

**Authorized signatory  
Chief Engineer  
DEENDAYAL PORT AUTHORITY**

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

\_\_\_\_\_dated

**To**  
(Name and address of the contractors)

**Dear Sirs,**

**SUB:** Tender No: ES-01/2022  
"Appointment of Land Valuer for Valuation/Fixation of Market Rates of  
Gandhidham Township Land (All Sectors) for The Year 2022–2026"

**REF.:** Letter of Acceptance No. dated

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

**Yours faithfully,**

**Authorized signatory  
CHIF ENGINEER  
DEENDAYAL PORT AUTHORITY**



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

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

THIS CONTRACT AGREEMENT is made

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

**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Board of Deendayal Port Authority, a body corporate under Major Port AUTHORITY Act, 1963, having which Administrative office building at Gandhidham (Kutch). (Here in after called the "Board" which expression shall unless excluded repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (herein after called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executors, Administrators, Representatives and assigns or successors in office) of the other part.

WHEREAS the Board is desirous of carrying out the work of " \_\_\_\_\_ " and whereas the Contractor has offered to execute and complete such works at a total cost of Rs. \_\_\_\_\_

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

1. Rs. \_\_\_ paid in the form of D.D. / Pay Order / Bankers Cheque / Bank Guarantee towards 3% of Contract value as Performance Guarantee.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
  - a. Notice Inviting Tender (**Page No. to** )
  - b. The tender submitted by the contractor including Schedule "A" and "B". (**Page No. to** )
  - c. General Rules and direction for the guidance of the tenders. (**Page No. to** ).
  - d. Schedule of drawing (Page No. to )
  - e. General and Special Conditions of the Contract. (**Page No. to** )
  - f. The Specifications, designs and method of

Construction (Page No \_\_\_\_\_ to \_\_\_\_\_ )

**g.** The schedule of items of work with quantities and rates. (Page No. to )

**h.** Correspondence exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by manual consent (to be enumerated). (Page No. to )

**i.** Work Order No. \_\_\_\_\_ issued vide letter No. **(Page No. to )**

**j.** Additional drawings, specifications and written instructions when issued by or approved in writing by the Engineer – in – charge. **(Page No. to )**.

**3.** The Contractor hereby covenants with the Board to complete and maintain the said works to the satisfaction of the Board in conformity in all respects, with the provision of the said contract.

**4.** The Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

**5.** IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of :

**WITNESS:**

1. \_\_\_\_\_  
**Signature & Name And Address**

**Signature of contractor  
Seal**

2. \_\_\_\_\_  
**Signature & Name And Address**

Signed, sealed and delivered by Shri - \_\_\_\_\_ on behalf of the Board in presence of :

1. \_\_\_\_\_

(Witnesses)

(  
Deendayal Port Authority  
For and on behalf of the  
Board of Authorities of the  
Port of Deendayal.

2. \_\_\_\_\_

(Witnesses).

**The common seal of the Board of Authorities of the Port of Deendayal affixed in the presence of :-**

1.

\_\_\_\_\_  
(Witness)

**Secretary  
Deendayal Port AUTHORITY**

2.

\_\_\_\_\_  
(Witness)

**SECTION 3**  
**CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS**

**NAME OF THE WORK:** "Appointment of Land Valuer for Valuation/Fixation of Market Rates of Gandhidham Township Land (All Sectors) for The Year 2022–2026"

1. The successful tenderer shall deposit an amount equal to 3% of the accepted tender value as Performance Guarantee in the form of Bank Guarantee from Nationalized bank/Scheduled Bank (except co-operative bank) having its Branch at Gandhidham or D.D. within 15 days of issue of acceptance.
2. The valuation for Fixation of market Rates of Gandhidham Township land in various locations viz; Sector 1 to 14, sector 1-A, NU-10B, P&T Colony(NU-10B), NU-3, NU-4 DC-6, NU-4 DC-6(Main), NU-1 to NU-5 in DC-5, DC- 5(Main), Government Office Area, Gopalpuri Colony, FCI & KDLB Colony at Gopalpuri, IFFCO COLONY & Green Belt Area.

The valuation to be done location wise for the period covering from the 2022 to 2026 (i.e. from 01-01-2022 to 31-12-2026). The valuer has to carryout the valuation of land as per the standard norms taken into consideration of the use of land, location advantage to the business, community of port, land values adjoining to Port Estate etc. All the work shall be done strictly as per the instructions issued by Engineer-in-charge from time to time.

3. The provision in special conditions and specifications which forms a part of contract shall have precedence over those specified in general conditions and contract in case of diversity, if any.
4. The value of non-judicial stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law in force on the date of execution, however, if the contractor furnishes GPF notes, approved guarantee in respect of or part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with the latest provisions of law in force on the date of execution of the contract. All the cost of stamp duty shall be borne by the contractor.
5. The stamp paper of requisite value shall be furnished by the contractor within ten days from the date of issue of pre-acceptance letter, failing which he will not be permitted to start the work.
6. The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the Contractor to the board under the terms of any contract executed by him or on his behalf from the security deposit of from any sums that become due from the present contract.
7. All the labour acts rules and regulations enforce from time to time shall strictly be followed by the contractor. The contractor shall have to be registration with Assistant Labour Commissioner for this contract work, if he intends to engage more than 10 and upto 19 labourers and he shall have to obtain license from the Assistant Labour Commissioner (Center), Adipur prior to commencement of the work, in case he intends to engage 20 or more labour on any day during the execution of work.

8. Tenders with any conditions or inscriptions in Schedule "B" or other enclosures are liable to be summarily rejected.
9. Tenders without Earnest Money will not be considered.
10. The Pre-acceptance letter intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chief Engineer on behalf of the Board having common seal of the Board. The final acceptance letter shall be issued by the Chief Engineer on non judicial stamp paper of Rs.50/- to be borne by the contractor. In case the contractor desires to have the duplicate copy of acceptance letter, he shall have to pay an additional amount of Rs.50/- only.
11. 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. All such payments to be made by the Valuers are deemed to have been included / considered while quoting the proposal except GST. The GST element will not be considered for the purpose of evaluation of bid price.
  - (I) Contractor shall furnish Income Tax, GST, PAN, and Fund Registration Number while submitting the tender.
  - (II) The contractor shall produce GST Registration Number failing which bid will be liable to discharge.
  - (III) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. The contractor should have valid GST registration No., to become eligible for participating for the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
12. The rates quoted by the tenderer shall hold good for **120 days** from the date of opening of tender.
13. 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.
14. During the assignment period of the Valuer's services, the Valuers shall hold discussions with the Engineer-In-Charge and make presentations on the reports / findings.
15. 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.
16. The work is to be executed at higher levels, hence if required necessary insurance shall be made for workers. Deendayal Port AUTHORITY will not be responsible for any type of accidents.

17. 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.
18. 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.
19. The contract is liable to be cancelled in case the contractor himself or any of his employee is found to be an Engineer of gazzeted rank or a Govt. Officer employee in an Engineering Department of Government of India or Port AUTHORITY within two years of his retirement and does not possess the permission from Govt. of India for working as a contractor or his employee.
20. All rules and regulations governing Deendayal Port AUTHORITY shall be applicable.
21. The tenderers shall have a "Permanent Account Number" for issue of Tender.
22. The tenderers are not expected to make any post tender correspondence / modification.
23. The Goods & Service Tax Number of the tenderer is to be invariably mentioned failing which the tender will be liable to be rejected.
24. The Bank Guarantee submitted in lieu of security deposit must be from any Nationalized/Scheduled Bank only having its branch at Gandhidham (Kutch) (Performa enclosed). The Bank guarantee is to be sent directly to DPT by issuing branchthrough registered post (AD).
25. The Deendayal Port AUTHORITY has introduced Electronic clearing system. The tenderer are required to furnish, necessary details of Bank Account etc.
26. The Bidder shall give undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC act in connection with the bid.
27. The bidder shall disclose any payment made or proposed to be made to any intermediaries / agents etc. in connection with the bid.
28. **Performance Security:** Performance Security shall be 3% of the Contract Price should be submitted as Performance Guarantee in form of Bank Guarantee, or Demand Draft, within 15 days, on receipt of letter of Acceptance. SD will be refunded immediately not later than 14 days after submitting valuation report. The successful bidder will have to arrange Power Point Presentation before the Land Allotment Committee Members on the dates intimated by the Competent Authority within one year.

2. Failure of the Successful Bidder to comply with the requirements of (1) above (i.e. submission of 3% Performance Guarantee within 15 days on receipt of LOA) shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security (i.e. EMD)

29. The Valuers shall treat all the documents and information received from DPT, submitted to DPT and all other related documents/communications as confidential and shall ensure that all who have access to such material shall also treat them in confidence. The Valuers shall not divulge any such information without the prior written permission of DPT authorities. The Valuers shall return all the documents received from DPT from time to time after completion of the related works.

### **30. SCOPE OF WORK :**

1. The Valuer has to find out the asset value of land for fixation of Market rates of Gandhidham Township i.e. Sector 1 to 4, Sector 1A, NU-10B, P & T Colony(NU-10B), NU-3, NU-4 DC-6, NU-4DC-6(Main), NU-1 to NU-5 in DC-5, DC-5(Main), Govern Office area, Gopalpuri Colony, FCI & KDLB Colony at Gopalpuri, IFFCO COLONY & Green Belt Area. THE SAMPLE AREA OF LAND TO BE CONSIDERED FOR VALUATION SHALL BE DETERMINED BY THE VALUERS ON THEIR OWN.
2. The span of area of the land to be considered for valuation shall be determined by the Valuers on their own i.e. area similar of land having same valuation (rate) is to be determined by the valuer.
3. The valuation shall be for developed land and undeveloped land separately.
4. The span valuation to be done location wise from the 2022 to 2026 (i.e. from 01-01-2022 to 31-12-2026). The valuation shall be carried out as per the standard norms taking into consideration of the use of land, location advantage to the business community of the port, land values adjoining to the Port Estates etc.
5. The valuer shall support the value with his calculations methodology considered by him for arriving at the final value of each asset.

### **31. DELIVERABLES:**

A sealed valuation report covering all the above aspects of all the existing assets as indicated in Clause No.30, to be submitted to Deendayal Port AUTHORITY.

### **32. TIME SCHEDULE :**

The Firm shall identify the various works, their interdependence etc. and determine completion period for the various works with a view to adhering to the total time frame for the project. The entire assignment will be completed within 04 months from the date of issue of Work Order.

### **33. SUSPENSION OF CONSULTANCY SERVICES:**

If any of the following events shall have happened and be continuing, then D.P.T. may, by written notice to the Valuers, suspend in whole or in part, payment due thereafter to the Valuers under the contract.

- a) A default shall have occurred on the part of the Valuers in the execution of the contract.
- b) Any other condition which makes it unable for either party by reason of "Force Majeure" as referred to in Clause No.36 to successfully carry out the assignment/s or to accomplish the purpose of the contract.

### **34. TERMINATION OF CONSULTANCY SERVICES :**

#### **34.1 Termination of Consultancy services by D.P.A.**

If any of the following events happen and continue, then Deendayal Port AUTHORITY may, by written notice to the Valuers, terminate the contract.

- a) Any of the conditions referred to in Clause No.33 shall continue for a period of 14 days after D.P.A. shall have given written notice to the Valuers of the suspension of payment to the Valuers under the contract.
- b) D.P.A. may terminate the contract any time giving not less than 30 days (Thirty days) prior notice to the Valuers.

### **35. TERMINATION PROCEDURE:**

- a) Upon termination of the Contract under Clause No.34 or receipt of notice of termination under Clause No.34.1 or giving notice of termination under Clause-34.2 the Valuers shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the contract (unless such termination shall have been occasioned by the default of the Valuers), the Valuers shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

### **36. FORCE MAJEURE :**

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14 (Fourteen) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.
- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- c) The term "Force Majeure" as employed herein, shall mean "Act of God ,Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth Quakes, Storms, Lightening, Floods, Wash Outs,



Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome”.

- d)** Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such party’s sub-Valuers or agents or employees, nor(ii) any event which a diligent party could reasonably have been expected to both(A) take into account at the time of the conclusion of this contract and (B) avoid or overcome in the carrying out of its obligations hereunder:

**37. RESPONSIBILITY OF VALUERS DURING THE ASSIGNMENT:**

During the assignment period of the Valuers’ services, the Valuers shall hold discussions with the Engineer in Charge and make presentations on the reports/findings.

**38. VALIDITY OF PROPOSAL FOR ACCEPTANCE OF OFFER**

The proposal shall be valid for a period of **120 days** from the Bid Due date for acceptance.

**39. TIME FOR COMPLETION**

The entire assignment will be completed within 04 months from the date of issue of Work Order.

**40. TERMS OF PAYMENT :**

The Valuers shall be paid the lump sum fee/charges (to be quoted by the bidder) for providing the services against the deliverables as stated in the **SCHEDULE – B**, subject to the following:

- a)** The contract is for Other Works. The rates to be quoted are exclusive of G.S.T. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by D.P.A. after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. All other duties, cesses applicable if any, shall be borne by contractor.
- b)** The above fees would include the fees and all out of pocket expenses incurred by the Valuers towards travel to Deendayal Port AUTHORITY & local boarding and lodging etc.
- c)** The payment to the firms shall be released on satisfactory completion of entire job / work, through E - payment and the requisite information shall be provided as per **ANNEXURE – II** of the Tender Document.

**41. EXTENSION OF TIME FOR COMPLETION, IN EVENT OF**

- a)** the amount or nature of extra or additional work, or
- b)** any cause of delay referred to in these conditions, or
- c)** any delay, impediment or prevention by the Employer, or
- d)** other special circumstances which may occur, other than through a default of or breach of contract by the Valuers or for which he is responsible, being such as fairly to entitle the Valuers to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Valuers, determine the period of such extension and shall notify the Valuers accordingly, with a copy to the Employer.

**42. EXTENSION OF VALIDITY OF PROPOSAL:**

If necessary, D.P.A. may request the bidders, in writing, to extend the validity of the proposals. The bidders shall have the right to refuse such an extension without forfeiting their proposal security. In case the bidder extends the validity of proposal, then they shall extend the validity of the Bid Security also for the corresponding period. However, the Earnest Money Deposited will be forfeited if the Bidder withdraws his Bid within the period of Tender validity.

**43. LIQUIDATED DAMAGES :**

**43 A.** In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

- 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 44 A.
- 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 with in 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 44 A (ii) or 44 A (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.
- VI.** In case part / portions of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

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

**44.** If during execution any variation in quantity felt absolute necessary, the same shall be done with prior approval of competent authority and shall be considered by Deendayal Port AUTHORITY and will be limited to **+ 30%**.

**45. 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 04 months 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”.

46. The contractor shall quote the price inclusive of GST, the contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Services Tax, 2017.

47. TDS on GST at applicable rate shall be deducted from the payment of 1<sup>st</sup> and final bill.

48. Contractor/Service provider/supplier etc., has to ensure timely and proper filling of GSTR so that Deendayal Port Authority can avail input ton credit in timely \_\_\_\_\_. In case DPA not allowed input ton 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 be recovered from the payment/deposit of the contractor/service provider/supplier.

**Executive Engineer (Estate)  
DEENDAYAL PORT AUTHORITY**

## **SECTION 4**

### **FORMS OF SECURITIES AND OTHER FORMATS**

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

**SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/  
SECURITY DEPOSIT  
(To be executed on Rs. 100/- non-judicial Stamp Paper)**

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

**PROFORMA FOR BANK GUARANTEE**

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

1. In consideration of the Board of Deendayal Port Authority [insert name of port] incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authorities of the port of [insert name of port], its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor")  
(Name of the contractor/s)  
from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_ 's  
letter No \_\_\_\_\_  
(Name of the Department)  
Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_  
\_\_\_\_\_) only we, the (Name of the Bank and Address)  
\_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees ) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.
2. We, \_\_\_\_\_, do hereby Undertake (Name of Bank)(Name of Branch) to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. (Rupees ) only.

3. We, \_\_\_\_\_, undertake to pay to the Board any money (Name of Bank and Branch) 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

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(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 [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
  - a Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees only);
  - b This Bank Guarantee shall be valid upto \_\_\_\_\_; and
  - c We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."  
Date \_\_\_\_\_ day of \_\_\_\_\_ 2022

**For (Name of Bank)  
(Name)  
Signature**

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

- 1. Name of Party** :-
- 2. Account Type** :-  
**(SB OR CA OR OD)**
- 3. Bank Account No.** :-
- 4. Name of the Bank** :-
- 5. Branch Address with:-**  
**Telephone number**
- 6. IFSC Code of the Bank (11:-**  
**digits code)**
- 7. MICR Code** :-
- 8. Accepted for** :- NEFT Payment or RTGS  
Payment

**DECLARATION BY THE PARTY:-**

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

**Signature of the Party**  
**With the seal**



**SPECIMEN FORMAT FOR DECLARATION**  
**(To be executed on bidder's letterhead)**

**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 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 LetterHead)**

**Date:**

**To,  
The Board of Authorities of Port of Deendayal,**

**Dear Sir,**

**Sub:** Our Bank Guarantee No \_\_\_\_\_ .dated \_\_\_\_\_  
for Rs. \_\_\_\_\_ favoring yourselves issued  
on \_\_\_\_\_ a/ of  
M/s. \_\_\_\_\_  
**(Name of contractor)**

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

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

**Name of signature of Bank Officer**

**SPECIMEN LETTER OF AUTHORITY FOR  
SUBMISSION OF BID  
(To be executed on Rs.100/- non Judicial Stamp Paper)**

To  
The

Dear Sir,

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

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

**[specimen signature]**

**Yours faithfully,**

**Signature:**

**Name & Designation:**

**For & on behalf of:**

**SECTION 5**  
**BILL OF QUANTITY SCHEDULE "A"**

**NAME OF WORK :** APPOINTMENT OF LAND VALUER FOR VALUATION/FIXATION OF MARKET RATES OF GANDHIDHAM TOWNSHIP LAND (ALL SECTORS) FOR THE YEAR 2022-2026

SR. NO.	PARTICULARS OF ITEMS	QTY.	RATES		UNIT		TIME OF DELIVERY
			IN FIGURES	IN WORDS	IN FIGURES	IN WORDS	
----- NIL -----							

**CONTRACTOR**

**Executive Engineer (Estate)**  
**DEENDAYAL PORT AUTHORITY**

**SCHEDULE "B"**

**NAME OF WORK :** E-TENDER FOR APPOINTMENT OF LAND VALUER FOR VALUATION/FIXATION OF MARKET RATES OF GANDHIDHAM TOWNSHIP LAND (ALL SECTORS) FOR THE YEAR 2022-2026

SR. NO.	DESCRIPTION	UNIT	TOTAL AMOUNT (EXCLUDING G.S.T.)	
			IN FIGURES	IN WORDS
1.	<p>THE VALUATION OF LAND IN VARIOUS LOCATIONS OF PORT ESTATE WILL BE AS UNDER: Sector 1 to 14, Sector 1-A, NU-10B, P &amp; T Colony (NU-10B), NU-3, NU-4 DC-6, NU-4 DC-6 (Main), NU-1 to NU-5 in DC-5, DC-5(Main), Government Office Area, Gopalpuri Colony, FCI Colony at Gopalpuri, KDLB Colony, IFFCO Colony &amp; Entire Green Belt area.</p> <p>THE SAMPLE AREA OF LAND TO BE CONSIDERED FOR VALUATION SHALL BE DETERMINED BY THE VALUERS ON THEIR OWN.</p>	Lump Sum		

**CONTRACTOR**

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