

Gujarat Pipavav Port Limited

Tender Document

Construction of Ro-Ro Yard at Pipavav

BMT-1511-GPPL-BID-001

Volume – 1

Section 1 Instruction to Tenderers (ITT)

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Volume – 1

Section 1

Instruction to Tenderers (ITT)

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Section 1 – Instruction to Tenderers (ITT)

A. General

1 Scope of Tender

- 1.1 The Gujarat Pipavav Port Limited (GPPL) hereinafter called “the Employer” invites Tenders for the construction of facilities and associated utilities/services (as defined in these documents, hereinafter referred to as “the works”).
- 1.2 The Works broadly consists of the following:
- **Ro-Ro Yard**

Construction of new Rollin Rollout (Ro-Ro) Yard infrastructure of approximately 4.2 Ha area and associated work like Porta Security Cabins, Toilet Blocks, Operation Building, Fencing with modification of existing fencing, new Gates etc. The yard pavement is heavy duty concrete block pavement type. The scope also includes construction of other external facilities of the yard and below external services.
 - **Services**

Construction of Fresh Water Network, Telecommunication, Electrical & Mechanical services along with tapping connection from the nearest existing points available. Modification of FFTG services associated with the yard shall also be part of the scope.
- 1.3 Deleted
- 1.4 Associated filling and ground compaction work shall be also carried out by contractor with the Works under this Contract. Additional details of the overall sequence of work and the interfaces between the Works to be carried out under this Contract and those being carried out concurrently by others are provided in Section 6 - Technical Specifications.
- 1.5 The Contractor shall comply with and maintain the Employer’s strict Port security and access requirements as defined in the Contract during the full length of the work as the Port of Pipavav is an operating port handling bulk and containers.
- 1.6 The Works are to be executed under a FIDIC based contract (Edition 1999). The work will be to the Employer’s Design.
- 1.7 The successful Tenderer is required to complete the work within the period stipulated in Appendix to Tender from the Commencement Date.
- 1.8 The Employer considers that prevention of all accidents resulting in personal injury or damage to equipment, property or the environment is essential not only to the welfare of its employees and visitors but to the efficient execution of its services. The successful Tenderer shall strictly comply with the Employer’s Occupational Health & Safety requirements as set out in the Contract.

2 Source of Funds

- 2.1 The expenditure on this Project will be met by Gujarat Pipavav Port Ltd. (GPPL).

3 Eligible Tenderers

- 3.1 This invitation to tender is open to a Tenderer meeting all three of the following requirements:

- a) A Tenderer is selected by the Employer.
- b) The Tenderer is eligible under the Indian Law.
- c) The Tenderer shall not be affiliated with a firm or entity;
 - (i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part,
 - or
 - (ii) that has been hired (or is proposed to be hired) by the Employer as engineer for the Contract.

4 Information from the Tenderer

- 4.1 All Tenderers shall provide in Section 2, Tender Data, a description of the proposed work method and schedule, including drawings and charts as necessary. The proposed methodology should include programme of Construction backed with equipment planning and manpower deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion as per milestones.

- 4.2 All Tenderers shall include the following information and documents with their Tenders in accordance with the format in Section 2 as applicable:

- (a) Written power of attorney of the signatory of the Tender to commit the Tenderer;
- (b) major items of construction equipment proposed to carry out the Contract and availability for this project;
- (c) qualifications and experience of proposed key site management and technical personnel for Contract and availability for this project;
- (d) evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (e) authority to seek references from the Tenderer's bankers;
- (f) any proposals for subcontracting components of the Works if these amount to more than 10 per cent of the Tender Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (g) Work commitments till submission of the tender.
 - i. Inform involvement in any legal conflicts or termination by an employer in past 3 years.

5 Cost of Tendering

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

6 Site Visit & Pre-Tender Meeting

- 6.1 Tenderers are requested to visit and examine the site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at Tenderer's own expense.
- 6.2 During his site visit inside the Port the Tenderers shall comply with all rules and requirements prescribed by the Employer, including the Contractor Safety Guidelines and any other requirements.
- 6.3 The Tenderers shall contact Employer and fix the date for his site visit.

B. Tender Documents

7 Content of Tender Document

- 7.1 The set of Tender documents comprises the documents listed below and, should be read in conjunction with any addenda issued in accordance with Clause 9.0

Section	Particulars	Volume Ref.
	Invitation for Tender	Volume 1
1	Instructions to Tenderers	
2	Tender Data	
3	Conditions of Contract	
4	Form of Tender and Appendix to Tender	
5	Securities and other Forms	
6	Technical Specifications	Volume 2
7	Bill of Quantities	Volume 3
8	Drawings	Volume 4
9	Documents to be furnished by Tenderer	Volume 5

- 7.2 Soft copies of volumes I, II, III and IV can be obtained by the Tender via the Employers “Coupa” procurement system as detailed previously in the Invitation for Tenders (IFT). Documents to be furnished by the Tenderer in compliance to Section 2 will be prepared by him and furnished as Volume – V in two parts (refer clause 11).
- 7.3 The Tenderer shall examine carefully and comply with all instructions, Conditions of Contract, contract data, forms, terms, Specifications, Bill of Quantities, forms, annexes, drawings and other information provided in the Tender Document. Pursuant to clause 25 hereof, Tenders which are not substantially responsive to the requirements of the Tender Documents shall be rejected.

8 Clarification of Tender Documents

- 8.1 Submission of Queries
- 8.1.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer through Employer’s “Coupa” procurement system.
- 8.1.2 All queries shall be categorized by document (e.g Instructions to Tenderers, specifications etc.) and referenced to the appropriate section, Clause, paragraph or drawing number.
- 8.1.3 Documents to be uploaded in “Coupa” for queries shall be in data format compatible with Microsoft Word, Microsoft Excel, MS Project, Auto CAD and Adobe Acrobat pdf version.
- 8.2 Response by Employer
- 8.2.1 The Employer will respond requests for clarification which he receives earlier than 7 days prior to the deadline for submission of Tender. Copies of the Employer’s responses will be

forwarded to all Tenderers, including a description of the enquiry but without identifying its source.

9 Amendment of Tender Documents

- 9.1 Before the deadline for submission of Tender, the Employer may modify the Tender documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the Tender documents and shall be communicated in writing or by email to all the Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing by email to the Employer.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at his discretion, extend as necessary the deadline for submission of Tender, in accordance with Sub-Clause 19.2 depending upon the type/impact of the addendum.

C. Preparation of Tender

10 Language of the Tender

- 10.1 All documents relating to the Tender shall be in the English language.

11 Documents Comprising the Tender

- 11.1 The Tender to be submitted by the Tenderer as Volume V of the Tender document (refer Clause 7.1) shall be in two separate parts:

Part I shall be named "Technical Bid" and shall comprise

- (i) Information and supporting documents as specified in Section 1 & 2 of the Tender Document
- (ii) Certificates, undertakings, affidavits as specified in Section 2 of the Tender Document
- (iii) Any other information pursuant to Clause 4 of these instructions
- (iv) Undertaking that the Tender shall remain valid for the period specified in Clause 14.1 of these instructions

Part II shall be named "Financial Bid" and shall comprise

- (i) The completed Letter of Tender and Appendix to Tender as specified in
- (ii) Section 4 of the Tender Document
- (iii) Priced Bill of Quantities for items specified in Section 7 of the Tender Document

- 11.2 Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 18.

- 11.3 Following documents and any addenda issued by the Employer, which are not submitted with the Tender, will also be deemed to be part of the Tender.

Section	Particulars	Volume Ref.
	Invitation for Tender	Volume 1
1	Instructions to Tenderers	
3	Conditions of Contract	
5	Securities and other Forms	
6	Technical Specifications	Volume 2
8	Drawings	Volume 4

12 Tender Prices

- 12.1 The contract shall be for the whole Works as described in this document, based on the priced Bill of Quantities submitted by the Tenderer in line with the Specification and the Drawings.

- 12.2

12.3 The Tenderer shall fill in rates and prices against the line item, total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total Tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting. All figures for rates and price shall be in international system including commas as thousand separators for every figure larger than 1,000 and full stops as decimal points.

12.4 All duties, taxes, Labour cess, BOCW cess, materials royalties, VAT, duties (except SGST, CGST or IGST which shall be paid by Employer, and any other levies, taxes, cesses, surcharges by local/state/central government authorises payable by the Contractor under the Contract, or for any other cause shall deemed to be included in the rates, prices and total Tender Price submitted by the Tenderer.

12.5 The rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 14 of the Conditions of Contract.

13 Currencies of Tender and Payment

13.1 The unit rates and the prices shall be quoted by the Tenderer entirely in Indian Rupees (INR). All payments shall be made in Indian Rupees.

14 Tender Validity

14.1 Tenders shall remain valid for a period not less than the period shown in Appendix to ITT after the deadline date for Tender submission specified in Clause 19. A Tender valid for a shorter period may be rejected by the Employer as non-responsive.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing by email or through Coupa. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Tender Security for the period of the extension, and in compliance with Clause 15 in all respects.

15 Tender Security

15.1 Deleted.

15.2 Deleted.

15.3 Deleted.

15.4 Deleted.

15.5 Deleted.

15.6 Deleted.



16 Alternative Proposals by Tenderers _- DELETED

16.1 Deleted.

16.2 Deleted.

17 Format and Signing of Tender

17.1 The Tenderer shall prepare documents comprising the Tender as described in Clause 11 of these Instructions to Tenderers, bound with the volume containing the "Technical Bid" and "Financial Bid" in separate parts and clearly marked as appropriate.

17.2 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer, pursuant to Sub-Clauses 4. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.

17.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

D. Submission of Tenders

18 Sealing and Marking of Tender

- 18.1 The Tenderer shall upload their Tender via the Employer's "Coupa" procurement system.

19 Deadline for Submission of the Tender

- 19.1 Complete Tender (including Technical and Financial) must be received by the Employer at Employer's procurement system "Coupa" not later than the date indicated in the Appendix to ITT.
- 19.2 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

20 Late Tenders

- 20.1 Any Tender received by the Employer after the deadline prescribed in Clause 19 will not be considered for further proceedings.

21 Modification and Withdrawal of Tender

- 21.1 Tenderers may modify or withdraw their Tender by giving notice in writing before the deadline prescribed in Clause 19 or pursuant to Clause 22.
- 21.2 Each Tenderer's modification or withdrawal shall be done in "Coupa" and notice shall also be in accordance with Clause 17 & 18.
- 21.3 No Tender may be modified after the deadline for submission of Tenders except in pursuance of Clause 22

E. Tender Opening and Evaluation

22 Tender Evaluation

22.1 The Employer will evaluate all the Tenders received (except those received late), including modifications made pursuant to Clause 21.,.

(i)

23 Process to be Confidential

23.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tender or award decisions may result in the rejection of his Tender.

24 Clarification of Bids

24.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may at his discretion, ask any Tenderer for clarification of his Tender, 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 or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 26.

24.2 Subject to sub-clause 24.1, no Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded.

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

25 Examination of Tenders and Determination of Responsiveness

25.1 During the detailed evaluation of "Bids", the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the Tender documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the Tenders will be further determined with respect to the remaining Tender conditions, i.e., priced bill of quantities, technical specifications, and drawings.

25.2 A substantially responsive " Bid" is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

- 25.3 If a " Bid" is not substantially responsive, it may be rejected by the Employer, solely at the Employer's discretion and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26 Correction of Errors

- 26.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 26.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the Tender amount adjusted with the concurrence of the Tenderer in the following manner:

- a) If the Tender price increases as a result of these corrections, the amount as stated in the Tender will be the 'Tender Price' and the increase will be treated as rebate;
- b) If the Tender price decreases as a result of the corrections, the decreased amount will be treated as the 'Tender Price'

27 Such adjusted Tender price shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the Tender will be rejected. Evaluation and Comparison of Bids

- 27.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Sub-Clause 25.2.

- 27.2 In evaluating the Tender, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- a) making any correction for errors pursuant to Clause 26; or
- b) making appropriate adjustments for any other acceptable variations, deviations; and
- c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 16.

- 27.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

- 27.4 The estimated effect of the price adjustment conditions under Clause 13 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.

- 27.5 If any part of a Tender is significantly different in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Tenderer 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 construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the Tenderer under the Contract.

27.6

A Tender which contains several items in the Bill of Quantities which are unrealistically priced low, and which cannot be substantiated satisfactorily by the Tenderer may be rejected as non-responsive.

F. AWARD OF CONTRACT

28 Award Criteria

- 28.1 Subject to Clause 29, the Employer will award the Contract to the Tenderer whose Tender has been determined to provide the best technical and financial benefits to the Employer as determined by the Employer's Tender Committee.

29 Employer's Right to Accept and Reject Tender(s)

- 29.1 Notwithstanding Clause 28, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

30 Notification of Award and Signing of Agreement

- 30.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by email or through Coupa.. 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, maintenance of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 30.2 The Letter of Acceptance will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 31.
- 30.3 The Agreement will incorporate all relevant correspondences between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, of the Agreement, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 30.4 Upon furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

31 Performance Security

- 31.1 Within 14 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in the form of Bank Guarantee in the form given in Section 5 for an amount as shown in Appendix to Tender.
- 31.2 The Bank Guarantee for performance security shall be issued by a Scheduled Bank (as defined in the "Reserve Bank of India Act, 1934") to be proposed by the Contractor and approved in advance in writing by the Employer.
- 31.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

32 Advance Payment and Security

- 32.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Appendix to Tender. Such Advance Payment shall be against the submission of Bank Guarantee equivalent to advance payment requested to the Employer by the successful Tenderer.

33 Corrupt or Fraudulent Practices

- 33.1 The Employer requires that tenderers/ suppliers/ contractors observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the Employer:

- a) defines, for the purposes of this provision, 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 Tenderers (prior to or after tender submission) designed to establish tender 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 if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Appendix to ITT

Section	Particulars	Clause ref. with respect to Section I
1	Name of the Employer is Gujarat Pipavav Port Ltd (GPPL)	[Cl. 1.1]
2	The Pre-Tender meeting & Site Visit will take place at Gujarat Pipavav Port Ltd Port of Pipavav P.O. Rampara-2, Ta-Rajula District Amreli, Gujarat 365560, India Date to finalized with the Employer	[Cl. 6.1]
3	Tender validity – 120 days	[Cl. 14.1]
4	Tender Security –NIL	[Cl. 15.1]
5	Address of the Employer: Gujarat Pipavav Port Ltd Port of Pipavav P.O Rampara-2, Via Rajula District Amreli, Gujarat 365560, India	[Cl. 18.3(Error! Reference source not found.a)]
6	Identification: Tender for “Port of Pipavav, Construction Works for New Ro-Ro Yard – Civil and Utility Works” - Do not open before 17:00 Hrs XX.XX.2023	[Cl. 18.3(Error! Reference source not found.b)]
7	The bid should be submitted latest by 13:00 hrs through Coupa and Hard Copy latest by 17:00 hrs on XX.XX.2023 at Gujarat Pipavav Port Ltd Port of Pipavav, P.O. Rampara-2, Via Rajula, District Amreli, Gujarat, 365560, India	[Cl. 19.1]