

# **DEENDAYAL PORT AUTHORITY**

PORT HOSPITAL, Gopalpuri (Kutch)-370 240, Kutch Dist., Gujarat



**E-Procurement Mode**

**TENDER DOCUMENT**  
**Tender No.MH/GN/1004/2022**

**HIRING OF AMBULANCES ON MONTHLY BASIS**  
**FOR**  
**DEENDAYAL PORT AUTHORITY**

Through  
**e-procurement on website [www.kpt.nprocure.com](http://www.kpt.nprocure.com)**

**Price Rs.1000/-**  
**(GST extra as applicable)**

**DEENDAYAL PORT AUTHORITY**

PORT HOSPITAL, Gopalpuri (Kutch)-370 240, Kutch Dist., Gujarat

**NOTICE INVITING TENDER**

**NIT No.MH/GN/2004/2022**

Tenders are invited in Two cover system from the interested, reputed, competent and well-experienced firms for the following work through E-PROCUREMENT MODE.

For more details visit:

[www.deendayalport.gov.in](http://www.deendayalport.gov.in)

or

[www.kpt.nprocure.com](http://www.kpt.nprocure.com)

### **NOTICE INVITING ONLINE TENDER**

1	Tender Reference No.	MH/GN/1004/2022
2	Name of the Work	Hiring of Two Ambulances on monthly basis for Deendayal Port Authority
3	Cost of the Tender Document	Rs.1180/- (including GST)
4	Estimated Value of work put to tender for five years for two Ambulances (GPRS enabled)	Rs.56,40,000/-
5	Earnest Money Deposit (EMD)	Rs.56,400/-
6	Downloading of Tender Document	From 24/12/2022(15:00 hrs) to 17/01/2023 (15:00 hrs)
7	Last date and time of submission of Tender (Online submission only)	15:00 hrs on 17/01/2023
8	Date & time of Pre Bid Meeting	10/01/2023 (11:30 hrs.)
9	Place of Pre Bid Meeting	Chamber of Chief Medical Officer, P o r t H o s p i t a l Building, Gopalpuri (Kutch)
10	Date and time for opening of Technical bid	17/01/2023 (15:15 hrs) at DPA, Gopalpuri Kutch Dist., Gujarat
11	Validity of Tender	120 days from the date of opening of the tender
12	Period of contract	Five years with a provision to extend for one more year on same rates, terms & conditions with mutual consent.
13	Remarks	<p>E.M.D. &amp; tender fee (Demand Draft / NEFT / RTGS or any e- mode) shall be submitted in electronic format through online (by scanning) while uploading the bid. Technical Bid of only those firms shall be opened, who have uploaded the proof of submission of E.M.D. &amp; Tender Fee.</p> <p>1) In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of tender fee.</p> <p>2) EMD of Rs.56,400/- (<b>Rupees Fifty Six Thousand Four Hundred Only</b>) only in the form of Demand Draft / Bankers Cheque / Pay Order. (In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of EMD)</p>

14	Qualification Criteria	<p>The Tenderers shall fulfil the following Pre – Qualification Criteria:</p> <p><b>(i) Turnover:</b> Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs 16.92 lacs as certified by the Chartered Accountant.</p> <p><b>(ii) Experience:</b> 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>(a) Three similar completed works, each work costing not less than the amount equal to Rs.22.56 lacs OR</p> <p>(b) Two similar completed works, each work costing not less than the amount equal to Rs.28.20 lacs OR</p> <p>(c) One similar completed work costing not less than the amount equal to Rs. 45.12 lacs</p> <p>“Similar Work” means, experience in providing commercial vehicles with driver like Ambulance / Car / Jeep / Mini-bus / Bus to any Govt. / Semi Govt. / PSU / Autonomous / Pvt. Organization to meet the above experience required shall be considered.</p> <p><b>(iii)</b> The bidder should have atleast three commercial vehicles registered in their own name/firm/partners name OR The bidder should be a registered travel agency.</p>
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**NOTE:**

For Payment of EMD / Tender Fee through NEFT / RTGS / or any e-mode, following bank account may be considered:

Beneficiary A/C Holder's Name - Deendayal Port Authority

Beneficiary Account No. - 10080100022427 IFSC

Code - BARB0GANKUT

In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address:

(n) code Solutions-A division of GNFC Ltd., (n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054

**Contact Details:**

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

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

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

## **SECTION – I**

### **INSTRUCTION TO BIDDERS**

#### **A. GENERAL**

##### **1. Scope of Bid**

1. Deendayal Port Authority (hereinafter referred to as the employer) intends to receive bids from the interested eligible bidders for the work as mentioned in the Notice Inviting Tender (NIT). All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.

1.2 The successful bidder will be expected to complete the works by the intended completion period.

##### **2. Source of funds**

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

##### **3. Eligible Bidders**

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion of “Similar Works” only shall be considered for evaluation of eligibility criteria.

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

3.2 All bidders shall fill the forms provided in Section – IV- Part – I “To be submitted by Bidders with their Bids”.

3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.

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

##### **4. Eligibility:**

4.1 The Tenderers shall fulfill the following Pre – Qualification Criteria;

FINANCIAL		
Sr. No.	Particulars	Supporting documents
(a)	Average annual financial turnover during the last three years ending 31 <sup>st</sup> March of the Previous financial year should be <b>Rs. 16.92 lacs</b>	The average annual financial turn over certificate should be issued by any Chartered Accountant.
TECHNICAL*		
(b)	<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>(i) Three similar completed works, each work costing not less than the amount equal to <b>Rs.22.56 lacs</b></p> <p>OR</p> <p>(ii) Two similar completed works, each work costing not less than the amount equal to <b>Rs.28.20 lacs</b></p> <p>OR</p> <p>(iii) One similar completed work costing not less than the amount equal to <b>Rs. 45.12 lacs</b>.</p>	<p>a) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>b) A copy of work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>In the cases, where original contract period as per the work order has been completed and contract period has been extended under the same contract agreement, the value of work completed during the original contract period will also be considered for the purpose of evaluation. In this regard, the bidder is required to submit Completion Certificate/Provisional Certificate issued by the client with its seal and signature. Such completion / provisional completion certification should be issued on the letter head of the client and invariably reflect the following details:</p> <p>(1) Name of Contractor (2) Name of Work (3) No. of work order/agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion/Provisional Completion (8) Value of work executed during the contract period/original contract period (9)</p>

		Date of issue of completion/provisional completion certificate. c) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.
	Definition of similar work	“Similar Work” means, experience in providing commercial vehicles with driver like Ambulance / Car / Jeep / Mini-bus / Busto any Govt. / Semi Govt. / PSU / Autonomous / Pvt. Organization.
(c)	The bidder should have at least three commercial vehicles registered in their own name/firm/partners name OR	Copies of RC book are to be attached. Insurance Policy, Fitness Certificate of the Vehicles.
	The bidder should be a registered travel agency.	Registration Certificate of Travel Agency issued by local administration i.e. Gram Panchayat / Municipality / TDO Office etc.

\*The bidder has to submit the required technical qualification documents in the e-tendering system on/ before last date of submission of bid, after which, no new document will be allowed for the same, and evaluation will be done on the basis of the submitted experience credentials in e-tendering portal only.

4.2 The bidders shall scan and forward the following information and documents with their bid.

- 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. Duly filled Forms mentioned in Section – IV- Part-I.
- c. Registration with GST and Provident Fund Authorities.
- d. EMD in form of Demand Draft/Banker's Cheque/Pay Order from Nationalized bank having branch at Gandhidham or NEFT / RTGS or any e-mode.

- e. Copy of PAN Card
- f. Tender fee in form of Demand draft/Banker's cheque/Pay Order from Nationalized bank or NEFT / RTGS or any e-mode.
- 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. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- i. Power of attorney (duly accompanied by resolution of Board in case of company) for bidding
- j. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPT is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- k. Bidders should give an undertaking that they will comply with the specifications of the work including terms and conditions in total without any deviation.
- l. Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor's report for the past three years.
- m. The bidders are required to sign and upload the scanned pre-contract integrity pact in the prescribed form No.10

NOTE: All Xerox copies should be duly notarized.

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

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- record of poor performance such as abandoning the works, non - completion of the contract.

## 5. One Bid per Bidder

Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposal with the Bidder's participation to be disqualified and forfeiture of EMD.

## 6. Joint Venture



Not applicable.

7. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Deendayal Port Authority will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

8. Site Visit

The Bidder, at his own responsibility and risk is encouraged to visit and examine the Hospitals of DPT at Gopalpuri, Kandla & Adipur and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The cost of visiting the site shall be at the Bidders' own expense.

## **B. BIDDING DOCUMENTS**

9. CONTENTS OF BID DOCUMENTS.

- a. The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-19:

Bid reference no.MH/GN/1004/2022

Section	Contents
	Notice Inviting Tender
I	Instructions to Bidder (ITB)
II	General Conditions of Contract (GCC)
III	Special Conditions of the Contract (SCC)
IV	Bid Forms
V	Scope of Work & Technical Specifications
VI	Bill of Quantities or Price Bid Schedule

- b. The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- c. The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents

shall be rejected.

#### 10. Clarifications of the Bidding Documents.

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://kpt.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and CPP portal.

#### 10.2 Pre-Bid meeting

10.2.1 The bidder or his official representative may attend pre-bid meeting to be held at Chamber of CMO on 10/01/2023 @ 11:30 hrs. The bidders / representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.

10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.

10.2.3 Pre – Bid clarifications will be uploaded on <https://kpt.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and CPP Portal without disclosing source of enquiry.

10.2.4 Non - attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.

10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and / or Addendum.

#### 11. LANGUAGE OF BID.

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

#### 12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

## (A) Technical Bid:

- (i) Bid Security (EMD) and tender fee
- (ii) Qualification information in accordance to clause of Eligibility Criteria shall be submitted.

## (B) Financial Bid:

Price Schedules (Bill of quantities) duly filled and digitally signed by bidder.

## 13. BID PRICES

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 13.2 The Price quoted shall be firm, throughout the contract period and no price variation is allowed.
- 13.3 The Ambulances (GPRS enabled) rent which will be quoted in BoQ for Force Tempo Traveller upto 1000 Kms excluding fuel charges will be paid. Above 1000 kms per Km Rs.12/- extra will be paid by Port. Diesel charges extra @ 6 kms. per liter, on actual running basis. Diesel rates chargeable as per actual market rate basis at the time of running. GST Rate shall be quoted separately in BOQ (Section-VI).
- 13.4 The prices shall be quoted inclusive of all charges and taxes, duties, salary and wages of Drivers & other supervisory and support staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work.
- 13.5 However, the price quoted by the contractor shall be exclusive of Goods & Services Tax. The contractor shall quote GST rates separately which shall be paid by DPT as per applicable rules and provisions, from time to time. Toll Tax /Parking Charges and other charges will be extra and shall be reimbursed subject to production of original receipts.

## 14. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder IndianRupees only.

## 15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by E-mail. A bidder may refuse the request without forfeiting his bid security.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

### **C. BID SECURITY (Earnest Money Deposit-EMD)**

#### **16. Earnest Money Deposit (EMD)**

Rs.56,400/- (Rupees Fifty Six Thousand Four Hundred Only). The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. The Earnest Money Deposit shall be submitted in the form of Banker's Cheque/demand draft/PayOrder drawn in favour of FA & CAO, Deendayal Port Authority, Gandhidham, from any Scheduled Bank, having its branch in Gandhidham or through NEFT / RTGS or any e-mode in favor of 'Deendayal Port Authority' (Beneficiary Account No: 10080100022427 & IFSC Code: BARB0GANKUT). Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of EMD.

#### **(A) Refund of EMD**

- (i) The EMD of successful Bidder /Bidders under Monthly HireBasis will be refunded on submission of performance guarantee (in Form 8) as per the tender clause and executing the agreement (in Form 7) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

- (ii) EMD will be refunded suo-motu without any application from the Bidders.
  - (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
  - (iv) Earnest Money Deposit will not carry any interest.
- (B) The EMD may be forfeited if;
- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
  - (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
  - (iii) The successful Bidder fails within the specified time limit to
    - a. sign the Agreement or
    - b. furnish the required performance Guarantee.
  - (iv) The bidder submits more than one bid.

#### 17. Alternative Proposals by Bidders

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

#### 18. 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 Bidder.

#### 19. Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable/email, wherever available, to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

To give prospective bidders reasonable time in which to take an

Addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

#### **D. Submission of Bids**

##### **20. Submission of Bids**

Bidders who wish to participate in the tender 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 bidder may contact the following address:-

(n) code Solutions, A Division  
of GNFC, 301 GNFC Info tower,  
Bodakdev, Ahmedabad.  
Tel. 91 79 26857316/17/18 Fax: 91 79 26857321  
Mobile: 9327084190 /9898589652.  
E-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office of Chief Medical Officer within seven days from the last date of opening of tender.

20.1 The envelopes shall be addressed  
to: Chief Medical Officer  
Deendayal Port Authority,  
Medical Department, Gopalpuri,  
Kachchh – District, Gujarat- 370210

The envelopes should bear the following identification:  
“Hiring of Ambulances on Monthly Basis for Deendayal Port  
Authority for a period of five years”.

“Bid Reference No.MH/GN/1004/2022 & Name and address of the bidder”

##### **21. Deadline of Submission of the Bids**

Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than 17/01/2023 (15:00 hrs).

At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites 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 Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.

The employer may extend the deadline for submission of bids by issuing an amendment on DPT website as well as on <https://kpt.nprocure.com> 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.

In case of tender documents being downloaded from the website, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document.

Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## 22. Late Bids

After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.

## 23. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

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

Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e. E.M.D.

## **E. Bid Opening and Evaluation**

## 24. BID OPENING

On the due date and time, the employer will first open Technical bids of all bids received including modifications.

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 at the same time.

If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in).

The price bid i.e., BOQ will be opened only of those bids which qualify technically.

## 25. Clarification of Bids

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 E-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

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.

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.

## 26. 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
- (c) is accompanied by the required Bid security and tender fee;
- (d) is responsive to the requirements of the Bidding documents.
- (e) Goods & Services Tax (GST) number to be quoted invariably by the bidder.
- (f) Income Tax Permanent Account (PAN) number to be quoted invariably by the bidder

A substantially responsive Technical and Financial Bid is one which



conforms to all the terms, conditions and specifications of the bidding 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, the Employer's rights or 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.

27. Evaluation and comparison of bids

The employer will evaluate and compare only the Bids determined to be responsive.

In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

If in the opinion of the Chief Medical Officer, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

28. AWARD OF CONTRACT

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated bid subject to submission of agreement and performance security.

29. Employer's Right to reject any or all the bids:

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

30. Letter of Acceptance:

The Chief Medical Officer will issue the Letter of Acceptance (Form No.6) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement.

- i) The Bidder, whose Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile confirmed by registered letter. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work, etc., will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be signed by successful Bidder within 21 days of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the Employer and the successful bidder.

### 32. Contract Agreement:

The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 21 days from the date of issue of Letter of Acceptance.

The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs. 300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 7) for the due and proper fulfillment of the contract within 21 days from the date of Letter of Acceptance.

Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Medical Officer letter / fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

The contract period shall be reckoned from the date of issue of work order to commence the work.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/- (Rupees Three Hundred Only)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his

authorized representative by indicating his full name.

- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

### 33. Performance Security

Security deposit shall consist of Performance Guarantee to be submitted at award of work. Performance guarantee should be 3% of Contract price of which should be submitted in form of Bank Guarantee of Nationalized bank having its branch at Gandhidham, or Demand Draft within (21 days in case of domestic bid and within 28 days in case of global bids) of receipt of letter of acceptance/Intent which will be refunded immediately not later than 14 days from completion of defect liability period.

### 34. Issue of Work Order

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.

### 35. Time Schedule

The Contract will be for a period of five years which shall be effective from the date of supply of 02 Ambulances (GPRS enabled) within 30 days from the date of issue of Work Order. DPT can extend the contract period upto a period of one year on the same rate, terms and conditions, upon mutual consent.

### 36. Arbitration

Any dispute in respect of contracts where party is dissatisfied by the Conciliators decision, shall be decided by arbitration as set forth below:

- (i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Centre from their panel.

- (ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete , provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be titled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iv) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.
- (v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'
- (vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (vii) All arbitration awards shall be in writing and shall state the reasons for the award.
- (viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

### 36. Corrupt or Fraudulent Practices

The Employer requires that contractor has to observe the highest standard of ethics during the execution of this contract. In pursuance of policy, the Employer define the corrupt and fraudulent practice asunder:

- (a) defines the following for the purpose of these provisions:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

### 37. Signing of Integrity pact

The bidder has to execute Integrity pact arrangements with Deendayal Port AUTHORITY, Kandla (as per agreement form enclosed ). Shri S.K.Sarkar IAS (Retd.) and Shri Saurabh Chandra, IAS(Retd.)has been appointed as Independent External Monitor for Integrity, whose address is as under:

Shri S.K.Sarkar. IAS(Retd.)  
B-104, Narantra Aptt.,  
Plot8B, Sec 07, Dwarka,  
New Delhi – 110 075  
Mobile No. : 9811149324  
Email: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

Shri Saurabh Chandra, IAS(Retd.)  
A-9 Sector-30,  
Noida(UP) 201301  
Mobile No 9871322133  
email: saurabh7678@yahoo.co.in

Seal & Signature  
of the contractor

Chief Medical Officer

**SECTION – II**  
**GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS**

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. “Employer” means Board of Trustees of Deendayal Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or Chief Medical Officer or any other officers so nominated by the Board.
- b. “Chairman” means the Chairman of Board of Trustees of Deendayal Port
- a. “DPA” means Deendayal Port Authority
- c. “Contractor” means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- d. “Contract” means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- e. “Contract Price” means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- f. “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.

- g. "CMO" shall mean the Chief Medical Officer of Deendayal Port Authority.
- h. "Work" or "Works" shall mean the work to be carried out by the contractor under the contract.
- i. "Approved" or "Approval" shall mean approval in writing.
- j. "Day" means a calendar day.
- k. "Month" means calendar month
- l. "Head Quarter" means Gandhidham/ New Kandla Kachchh.
- m. "Nodal Officer" means any person of Medical Department nominated by the Chief Medical Officer for this contract.

## 2. Use of Contract Document

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

## 3. Resolution of Dispute

- a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

### b) Jurisdiction of Courts

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.



#### 4. Force Majeure:

In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, act of god such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

#### 5. Compliance with Statutes, Rules & Regulations

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPT indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the

Price Schedule or Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislations. The Contractor shall make necessary arrangements for DPT to witness the payment made by the Contractor to his staff and labour and also furnish documentary evidence of having complied with the above requirements at the time of submission of monthly bills.

6. Bank details of the contractor for release payment

The contractor shall submit bills in respect of the Ambulances (GPRS enabled) hired on monthly hire basis within 15 days of the succeeding month supported by copy of Vehicle Mileage log book duly signed by the user and payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:-

Bank Payment Agreement Form

a	Name of Party	
b	Account No	
c	Branch Name	
d	Branch Address	
e	Branch IFSC code	
f	MICR	
g	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 is concerned.

Signature of the party  
with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPT to this account will be accepted either by RTGS/NEFT.

Signature of the bank  
manager with the seal.

7. Time Extensions:

The Contractor may claim extension of the time limits for commencement of work in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) Force Majeure.

The application for extension of time period should reach before 15 days from the date of expiry of time period of commencing of work.

8. Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

9. Police verification of staff

The Contractor who has been awarded the work shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all staffs engaged by them, before commencing the work.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "Prohibited Area". Contractor who would be awarded contract is required to comply with the above requirements at his cost.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Nodal Officer of respective Divisions, to be forwarded to Commandant, CISF which is our Security Department along with request for issuance of Entry Passes and identity cards for Drivers.

The Contractor shall, if required by the Nodal Officer, deliver to the Nodal Officer a return in detail, in such form and at such intervals as the Nodal Officer may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site

and such other information as the Nodal Officer may require.

10. Variations:

(i) Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any, special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

(ii) Variation in Quantities of Schedule –B:

The overall as well as individual variations shall be  $\pm 30\%$  (i. e. one ambulance) in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

11. Action where no Specifications are specified:

The work shall be carried out in all respects in accordance with the instructions and requirements of the Nodal Officer.

12. Taxes:

Deduction of Income-Tax:

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

Tax:

The rates quoted should remain firm till completion of work and shall be inclusive of all Costs, Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc., except Goods & Service Tax(GST).

The toll tax and parking charges levied, if any, will be reimbursed by Deendayal Port Authority on actual basis on production of original receipts issued by the appropriate concerned authorities duly signed by the user along with the bills. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

13. Engagement of Drivers:

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

14. Deduction:

Deduction of taxes/income tax at source shall be made from the all the bill of the Contractor in accordance with the prevailing rules of Govt.

While performing under the contract, the damages caused by the Contractor or his vehicles/drivers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Nodal officer shall be conclusive.

Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

15. Subcontracts:

The Contractor shall not be allowed to engage any sub-contractor for all or any part of this contract.

16. Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (excluding service tax), duties, fees, Cess etc. and all incidental charges.

17. The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh in case he has to engage 10 or more workers on any day during the execution of work.

18. Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

19. Accident:

The Contractor shall, within 3 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to Nodal Officer giving all the details in writing. He shall also provide additional information about the accident as requested by the Nodal Officer.

20. Watch and Ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the vehicles and the belongings of the contractor at his own cost till completion of the work.

21. Termination:

The employer may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contractor any extension granted by the employer;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.
- (iii) Failure to run the vehicles satisfactorily for three consecutive days or failure to make vehicle available for 3 days consecutively.
- (iv) Total Number of failures exceeds 05 (Five) Days in a month.
- (v) Violation of any of the Rules & Regulation stipulated in the contract.
- (vi) If contractor sublet the vehicles or appoint a sub-Contractor.

In the event of employer's termination of the contract in whole or in part, the Board may execute the remaining work and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

Fundamental breaches of contract include, but shall not be limited to the following:

- 1) The contractor stops work and the stoppage has not been authorized by the Nodal Officer.
- 2) The contractor becomes bankrupt.
- 3) The contractor has delayed the commencement of work without any written approval of the Nodal Officer.
- 4) If the contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- 5) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "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. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
- 6) If the contract is terminated, the Contractor shall stop work immediately, and remove all the vehicles and its belonging stationed within the premises of DPA with the written permission of DPA.

## 22. Arbitration Clause:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings

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

- 1) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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

- 2) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- 3) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- 4) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- 5) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer 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.
- 6) 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.

- 7) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 8) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 9) Arbitration shall be conducted in accordance with the provisions of THE ARBITRATION AND CONCILIATION 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 proceeding under this clause.
- 10) 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.
- 11) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit the restatement of claims and counter statement of claims.
- 12) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

23. Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.
- c. In the event of any loss or damage being caused to the Ambulances (GPRS enabled) or any other property or person(s) while discharging this contract, the Contractor shall indemnify and keep indemnified DPA against all such

losses. The Contractor shall be solely responsible for any injury or death to any of its employees and in the event of any claim being made on DPA, the Contractor shall indemnify DPA in this regard.

24. Nodal Officer or his nominee's Decisions

Except where otherwise specifically stated, the Nodal Officer or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

25. Delegation

The Nodal Officer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

26. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

27 Access to the office of the contractor

The contractor shall allow the Nodal Officer or his nominee and any person authorized by him access to his office without any hindrance.

28 Instructions

The contractor shall carry out all instructions of the Nodal Officer or his/her nominee which comply with applicable laws where the site is located.

29. Safety - The Contractor and the driver shall be responsible for the safety of the vehicle and belongings kept therein by the user.

30. Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

31. Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior

written permission of the employer in relation to any work undertaken by him in the Port premises.

32. Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPT at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

Seal & Signature  
of the contractor

Chief Medical Officer

**SECTION –III**  
**SPECIAL CONDITIONS**

(These special conditions will supersede the General Condition and ITB  
wherever applicable)

1. The tender documents submitted by the contractor and correspondence exchanged between him and the Deendayal Port Authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.
2. Unless otherwise stated in the Work Order/Contract, all prices shall be fixed for the duration of the contract and shall not be subject to escalation
3. The two Air Conditioned Ambulances (GPRS enabled) of Force Tempo Traveller with a valid Gujarat Registration of Brand New Make & Model of 2023 confirming latest BS standards(as per Govt. directives), will be positioned at Port Hospital at Gopalpuri or Port Hospital, Kandla or inside Port area, Kandla as per the directions of Nodal Officer, round the clock with drivers during the entire period of contract for shifting of accident casualties/patients to the Hospitals for urgent medical care or for any other services/work as directed by the Nodal Officer or her representative. The Ambulances (GPRS enabled) should be purchased after award of the work.
4. Specification of the Vehicle The diesel vehicles to be supplied by the Contractor on Monthly Hire Basis should be Brand New Make & Model of 2023 confirming to latest BS standards (as per the Govt. directives) of the Make and Model for which they have quoted rates and accepted by DPT. Certified copies of Registration Books must be submitted to the Nodal Officer before commencement of work and a copy of the same must also be kept in the vehicle all the time for inspection by Nodal Officer or any other authorized official of the port or any other authority.
5. Commencement of work

The contractor is required to commence the work only after supply of total vehicles mentioned in the tender documents and after submitting all the documents as required in condition no.9 of Section-III.

6. Insurance

The vehicles hired to Deendayal Port Authority shall be under a Comprehensive Insurance Cover (including third party risk) which should cover the risk of driver and all passengers and a copy of insurance policy must be available at all times while the vehicles are under hire to DPA.

Policies and certificates for insurance shall be delivered by the contractor to the Nodal Officer or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to rectify the loss or damage incurred.

Alterations to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

7. Validity and release of Bank Guarantee submitted towards performance security.

The validity of the bank guarantee should be kept upto 21 days from the date of completion of the guarantee period. The bank guarantee should be having a claim period of 3 months from the date of expiry of the Bank Guarantee. The Bank Guarantee will be released within three months after completion of 12 months of guarantee period.

8. Order Acceptance

The firm shall give unequivocal acceptance of the LOA within 7 days of receipt of the same.

9. Submission of document before commencement of work

Duly notarized copies of RC book of all the vehicles to be submitted by the contractor.

A statement showing the details of driver which should include Driving License, passport size photograph, name, permanent address, date of birth, mobile no, Aadhaar card no., Reference no. and date of police verification.

A statement showing the details of office and supervisory staff engaged by the contractor which should include passport size photograph, name, permanent address, date of birth, Aadhaar card no., Reference no. and date of police verification and mobile no.

Copy of insurance cover obtained by the contractor.

Copy of rent agreement or sale deed of the office established by the contractor in the Gandhidham Complex.

Copy of receipt of all taxes and duties paid by the contractor for plying vehicles on the road.

A list of vehicles, showing their make, model, Year of manufacture, name of the manufacturer of the vehicle, Chassis Number, Engine no. which the contractor intends to deploy on Monthly Hire Basis.

Notarized copy of police verification report, Driving License and Aadhaar card of all drivers, office and supervisory staff engaged by the contractor for the subject work.

Copy of the pass book of drivers engaged by the contractor for the subject work.

#### 10. COMPLIANCE OF STATUTORY PROVISIONS

Compliance of various provisions of laws and rules framed hereunder in respect of the vehicles and personnel employees by Contractor will be the sole responsibility of the contractor. In case of Deendayal Port Authority has to suffer any loss, damage, cost etc., it shall be on the account of contractor. The Contractor is required to ADHERE to the following TERMS & CONDITIONS and also keep the title clear for entering into the contract.

- A. The Registration Books of vehicles in the name of the Party to be kept for utilization under contract.
- B. The Valid License from Licensing Authority (RTO) for plying the Commercial Vehicles.
- C. Vehicles hired to DPT shall have all the required permits and clearances from the Government Authorities to ply as a passenger carrier/Ambulance.
- D. The Drivers engaged by the contractor for running the vehicle must possess valid Vehicle Driving Licenses during the Contract Period.
- E. Comprehensive Insurance of the Vehicle
- F. Insurance Policy should cover driver's as well as passenger's unlimited personal injury.
- G. Deposit of necessary Taxes with the Statutory Authority.
- H. The monthly salary / wages of the Drivers, cleaners and supervisory

staff engaged for the purpose will be deposited in the nationalized bank of Gandhidham-Kutch in the 1<sup>st</sup> week of every month under intimation to Nodal Officer. A copy of first page of pass book containing the details of the account holder and copy of relevant page of pass containing details of credit of the salary of the specific month need to be attached with every running account bill. Payment to contractor will only be released after documentary evidences are submitted by the contractor with regard to payment of salary to drivers.

- I. Receipts of all statutory payments made by the contractor shall have to be shown to Deendayal Port Authority Officials on demand. In case of any deviation, the currency of the contract shall be liable for cancellation with immediate effect and loss if any for hiring other agency or vehicles shall be recovered from the contractor's Security Deposit or Bills.

#### 11. SPECIAL CONDITIONS RELATING TO DRIVERS:

- 11.1 Drivers should be duly trained and possess valid certificate in First Aid issued by a reputed medical service organization.
- 11.2 Well-Dressed and efficient Drivers possessing required valid Vehicle Driving License shall be provided by the contractor at their own cost.
- 11.3 The contractor shall provide working mobile with sim card to all drivers of the vehicles.
- 11.4 In case of misconduct and misbehaviors of Drivers and/or Supervisory Staff reported by the employees/worker of the owner, the contractor will be required to remove such staff from the contracted vehicle being supplied with immediately effect. Drivers should remain available during duty hours. While in duty Drivers should not be in alcoholic condition.
- 11.5 The contractor shall furnish permanent and present address of Drivers with Two Passport size Photographs and personal data and also the complete details with regard to family back ground as like educational qualifications, previous experience, validity of driving license, Mobile or Landline No., Eye's testing report etc. and also deposit copies of driving license etc., with the nodal officer.
- 11.6 Contractor will change any driver after written intimation to the Nodal Officer only.

- 11.7 Frequent change of drivers shall not be desirable on the vehicle hired on monthly hire basis and the contractor shall ensure the same driver for vehicle hired on Monthly Basis. However, in exceptional cases if the driver is required to be changed the contractor should give prior written intimation to the Nodal Officer of DPT at least 7 days in advance about his intention to change the driver.
- 11.8 In case of every change of driver or office staff appointed for liaison with DPT, the contractor is required to submit a statement showing the details of driver and supervisory staff which should include passport size photograph, name, permanent address, date of birth, mobile no; Aadhaar card no., Reference no. and date of police verification. Along with the statement notarized copy of police verification report, Aadhaar card, passbook.
- 11.9 The contractor shall be liable for making arrangements for the food and stay of the drivers at his cost.
- 11.10 The Drivers should be posted in such a way that each Driver should get sufficient rest to run the vehicle smoothly.

## 12. SPECIAL CONDITIONS RELATING TO VEHICLES AND THEIR UPKEEP AND MAINTENANCE

- 12.1 The vehicles shall be kept in good running conditions with elegant painting, seats, curtains and meticulous cleanliness.
- 12.2 The vehicles provided under Monthly Hire Basis shall at all times have a Board displaying "ON HIRE TO DEENDAYAL PORT AUTHORITY" on both sides and top of the windshield (front & back) shall be painted with the mark of "AMBULANCE". The size and pattern of emblem shall be provided by Deendayal Port Authority while entering into the contract.
- 12.3 The Ambulances (GPRS enabled) audio visual siren will be fitted on top of the vehicle.
- 12.4 The vehicles hired to DPT shall have all permits and clearances from the Government Authorities to ply as a passenger carrier. The vehicle must be certified for 'Pollution Under Control'.



- 12.5 The contractor shall also make arrangement of parking of vehicles at his own cost and he shall be responsible to engage sufficient supervisory staff/ representatives, who is available on round the clock for attending any complaint/works.
- 12.6 In case, the vehicle is under breakdown or servicing/repairs or not available, the contractor shall provide substitute vehicle immediately. In case no substitute vehicle is provided within the minimum time period required for replacement which is half an hour of departure time, Deendayal Port Authority shall be free to arrange vehicle from another agency at the risk and cost of the contractor and the payment to outside agency will be adjusted from the payment due to contractor.
- 12.7 He shall supervise smooth functioning of the vehicles and any complaint/communication will be passed on to him either personally or telephonically. In this regard, the contractor is required to submit notarized copy of rent agreement or sale deed. Any message/instruction given on email, Whatsapp, SMS, Telephone / Mobile Phone will be deemed to be an adequate intimation to the contractor.
- 12.8 If the contractor desires to permanently withdrawn any vehicles provided on "Monthly hire basis" due to total break down or accident or any reason, brand new vehicle is required to be provided of the same Make and Model quoted by the contractor and accepted by DPT in the bidding process.
- 12.9 (a) All the maintenance of the Ambulances (GPRS enabled) has to be carried out by the Contractor at his own cost to avoid any breakdown.
- (b) In case of any breakdown or unavailability of the Ambulances (GPRS enabled) or the driver for driving the Ambulances (GPRS enabled) due to any reason, the same has to be replaced with another Ambulances (GPRS enabled)/driver of similar or higher specifications, failing which a penalty of Rs.3000/- per day will be levied or on pro-rata basis monthly whichever value are higher in addition to non-payment of daily hire rate on pro rate basis till the Ambulances (GPRS enabled) is replaced or repaired.
- (c) In case port is compelled to hire an Ambulances (GPRS enabled) due to the unavailability of the Contractor's Ambulances (GPRS enabled) to shift the

casualty for any designated hospital, the entire cost of hiring such Ambulances (GPRS enabled) shall be borne by the Contractor in addition to clause No. (b) above.

13. The contractor shall recruit their own staff for the running of the vehicles at his own risk and cost. Contractor shall be fully responsible for fulfilling of the statutory requirements under different Labour Acts. In respect of staff, if due to any reasons whatsoever, Deendayal Port Authority is made liable to pay any amount on account of contractor's liabilities under any of the law, such amount shall be recoverable from the contractor's dues. Deendayal Port Authority shall be free to recover such amount from the Statutory Deposit of the contractor or from his running bills due for payment.
14. Any loss or damage due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor.
15. The contractor shall have a local office in Gandhidham Complex provided with Telephone Nos. and Mobiles and Contractor's representative should be locally available.
16. Loss or damage including loss of life due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor and under no circumstances Deendayal Port Authority shall be liable for the same.
17. The contractor shall be liable to pay any increase in Government Taxes or Levies/ Insurance Premium, Road Tax etc., after opening of Tender
18. The contractor shall maintain a log book and record all relevant activities which will indicate movement of Ambulances (GPRS enabled), calls received, nature of injury. Name of the injured person, the employer of the injured person. The logbook shall be submitted to the Medical Department of Port every month and obtain the signature.
19. PAYMENT TERMS:
  - A. DPT shall pay to the contractor, the charges (hereinafter referred to as "Service Charges") for the said services on monthly basis at the following rates:

DESCRIPTION	RATE PER MONTH
Providing the Ambulances (GPRS enabled) service facility round the clock for five years for Deendayal Port Authority as detailed in the Tender Document.	Rs..... (Rupees Only)

- B. DPT will make the payment on monthly basis within seven days from the receipt of the bills and certificate of satisfactory performance from the Nodal Officer after deducting the any tax as applicable and other statutory deductions, if any applicable. The Contractor may submit the bill for previous month on or before 7TH day of the subsequent month for the services done/rendered. In addition, the Contractor has to submit a copy of challan for the previous month of Provident Fund remittances etc., for the employees engaged at DPT for discharging this Contract along with the bill.
- C. The Ambulances (GPRS enabled) rent which will be quoted in BoQ for Force Tempo Traveller upto 1000 Kms excluding fuel charges will be paid. Above 1000 kms per Km Rs.12/- extra will be paid by Port. Diesel charges extra @ 6 kms. per liter, on actual running basis. Diesel rates chargeable as per actual market rate basis at the time of running. The GST Rate shall be quoted separately in BOQ (Section-VI).
- D. If the performance of contract is not meeting the requirement of the job and/or if the work is delayed due to reasons attributable to the Contractor's performance, the Contractor will not be eligible for any payments for the jobs executed by the Contractor or payment will be made after necessary deduction from the bill will be done for driver or Ambulances (GPRS enabled) or any other material required. If such failures are observed frequently then, the contract can be levied a penalty or terminated by Deendayal Port Authority with one-month notice. If the Contractor fails to perform his duty as prescribed in the tender, the contractor shall pay DPT a sum of 1% per month of the tendered value subject to a maximum of 5% of contract value as liquidated damages.
- E. Statutory Levies, if any will be deducted from the bills i.e. Income Tax will be deducted at source under Income Tax Act as also any other new Tax that may be imposed, as per the Government

Directives/Guidelines/Instruction from time-to-time. No payment will be released without submission of duly filled in Form - 11 of Tender Document. The payment shall be released by NEFT/RTGS /Cheque within 15days.

## 20. Penalties

### (A) Penalties relating to Vehicles

During the breakdown of the vehicle on any day, the contractor fails to make alternative arrangements within 60 minutes, a penalty of Rs.3,000.00 per day per vehicle will be levied failing which Deendayal Port Authority shall be at liberty to arrange another similar type of vehicle at the risk and cost of the contractor and no payment will be made to the contractor for vehicle underbreak-down.

If it is noticed that any seat cover of a vehicle is in torn out condition, a penalty of Rs. 1000.00 per day per incident will be levied. In the regard, decision of Nodal Officer will be binding and final.

If it is noticed that the first aid box is not provided in any vehicle or the vehicle is having expiry medicines or bandage a penalty of Rs.1000.00 per incident shall be levied. In the regard, decision of Nodal Officer will be binding and final.

### (B) Penalties relating to Drivers

If the drivers of the vehicles are not provided with functional mobile, a penalty of Rs.1000.00 per shift/per vehicle will be levied. In the regard, decision of Nodal Officer will be binding and final.

If it is noticed that the driver provided by the contractor is not having driving license or valid driving license, a penalty of Rs.5,000.00 per incident shall be levied. In the regard, decision of Nodal Officer will be binding and final.

The driver should not smoke or speak on mobile or phone or in alcoholic condition or consume any such substance while driving the vehicle. If such incident is noticed, a penalty of Rs. 5000.00 per incident/per shift will be levied. In the regard, decision of Nodal Officer will be binding and final.

If it is reported that any driver provided by the contractor is indulging in rash driving then upon the written instructions of DPT, the contractor shall immediately replace the driver. If the contractor fails to do so, a penalty of Rs. 1000.00 per day of delay in replacing the driver will be levied. In the regard, decision of Nodal Officer will be binding and final.

If it is reported that any of the driver is found to be misbehaving with the officers of DPT/CISF then upon the written instructions of DPT, the contractors will immediate replace such driver. If the contractor is failing to do so a penalty of Rs.1000.00 for each such incident shall belevied. In the regard, decision of Nodal Officer will be binding and final.

During the contract period, if it is noticed that the vehicle hired on “monthly basis” is carrying any authorized passengers, a penalty of Rs.1000.00 per incident will be imposed.

#### (C) Other Penalties

If there is delay in commencement of work and extension of the work is approved by the competent authority with levy of penalty, a penalty at the rate of Rs. 50,000.00 per day or part thereof will be levied till the work is commenced by the contract.

There is no maximum ceiling of amount in imposition of penalty.

#### 21. ADVERTISING &PUBLICITY:

No advertising, publicity matter or other literature in relation to the contract of the work is to be published or utilized by the contractor except with prior written permission of the Deendayal Port Authority. Contractor shallnot display the name of his firm or anything on the vehicle.

**SECTION - IV**  
**FORMS OF BID**

Part – I

To be submitted by Bidders with their Bids

Form No.	NAMEOFFORMS/FORMAT
1	Specimen of Application
2	Pre-qualification of bidders
3	Format of declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations

Part – II

To be used by successful Bidder

FORM No.	NAMEOFFORMS/FORMAT
6	Letter of Acceptance
7	Form of Agreement for execution of work
8	Specimen bank guarantee of Performance Guarantee/Security Deposit
9	Letter of authority from bank for all BGs
10	Integrity Pact
11	Statement showing compliance of provisions of Minimum Wages Act and other statutes

**FORM-1**

<b>Tendering Forms SPECIMEN OF APPLICATION</b> (To be executed on bidder's letterhead)
---

To  
 Chief Medical  
 Officer  
 Deendayal Port  
 Authority  
 (Address \_\_\_\_\_)  
 \_\_\_\_\_  
 Pin Code: \_\_\_\_\_ Dist- Kutch(Gujarat)

We, the undersigned, declare that:

- (a) I/ we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide.....
- (b) I/ 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 (insert No.)
- (c) my /our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If my/our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) I/we confirm that we have no Joint Venture.
- (f) My/ Our firm, its affiliates or subsidiaries- including any sub-contractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.

II. We also make a specific note of clause 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)

**FORM – 2**

## DETAILS OF FINANCIAL STABILITY

- A. THE AVERAGE ANNUAL FINANCIAL TURN OVER OF THE APPLICANT IN THE LAST THREE YEARS ending 31<sup>st</sup> March of previous financial year should not be less than Rs. .... lacs as certified by Chartered Accountant. (ATTACH COPIES OF AUDITED ACCOUNTS).

Sl. No.	Year	Turn Over
1.	2021-22	
2.	2020-21	
3.	2019-20	

- A. NAME AND ADDRESS OF THE BANKERS OF THE CONTRACTOR

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- A. DETAILS OF BANKER'S CERTIFICATE. (The Contractor should possess valid Banker's Financial Stability Statement issued from a Nationalized Bank/Scheduled Bank- Attach valid certificate from the Nationalized Bank/ Scheduled Bank).

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SIGNATURE OF TENDERER



**FORM – 3**

FORMAT FOR DECLARATION
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(To be executed on bidder's Letter Head)

To: \_\_\_\_\_

(Project title) Ref: \_\_\_\_\_

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the 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 documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.
- (g) We also give an undertaking that, we 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.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Name of  
Applicant: \_\_\_\_\_  
Represented by  
(Name & capacity) \_\_\_\_\_

**FORM – 4**

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

The,  
Chief Medical Officer  
Deendayal Port Authority  
2<sup>nd</sup> Floor, Nirman Building,  
New Kandla (Kutch) – 370 210

Dear Sir,

We \_\_\_\_\_ (name of the bidder) do hereby confirm hat Shri  
\_\_\_\_\_ (Name, designation and Address) is/are  
authorized to represent us to bid, negotiate and conclude the agreement on our  
behalf with you  
{copy of board resolution attached (in case of company)} for tender no.  
\_\_\_\_\_ for the work of \_\_\_\_\_ and his  
specimen signature is appended here to.

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

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

[Specimen signature of Authorized Representative]

Yours faithfully,

Signature of Authorized Signatory of the Bidder firm  
Name & Designation

**FORM – 5****SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS**

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

Duly authorized to sign this authorization on behalf of: (insert complete name of Bidder)

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

**FORM -6**LETTER OF ACCEPTANCE

(On the letter head paper of the Deendayal Port)

No.MH/GN/1004/2022

Date:\_\_\_\_\_

To:\_\_\_\_\_ (Name &amp; address of contractor)

Dear Sir,

Sub: Tender No.

Title of Tender

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

This is to notify you that your bid dated\_\_\_\_\_ for the subject tender of \_\_\_\_\_ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees ..... (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

2. You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs..... within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of defects, i.e. up to \_\_\_\_\_ and also sign the contract agreement within (14) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

3. You are requested to commence the work within 21 days from the date of issue of this LOA.

The Nodal Officer for this work shall be\_\_\_\_\_.

Please acknowledge receipt.

Yours faithfully

Authorized signatory Name and  
title of  
signatory Deendayal  
Port Authority

**FORM-7**

## FORM OF AGREEMENT (FOR EXECUTION OF WORK)

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the Board of Trustees of the Port of Deendayal a body corporate under Major Ports Act, 1963 having its Hospital at Port Colony, Gopalpuri, (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees 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 work.

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of \_\_\_\_\_ and / or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

- 1) Rs. \_\_\_\_\_ paid in cash/ in form of FDR/SDR towards earnest money to be treated as Security Deposit.
- 2) Balance amount of Rs. \_\_\_\_\_ to be recovered from the work bills.

NOW THIS AGREEMENT WITHNESS AS FOLLOWS: -

A. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.

A. The following documents shall be deemed to form and read as construed part of this agreement viz.:

A) Notice inviting tender.

- ii) Technical specifications.
- iii) Special conditions of contract.
- iv) Tender submitted by the Contractor.
- v) The Board's "Drawing".
- vi) The schedule items of work with quantities and rates.
- vii) Any correspondence made between the Superintending Engineer I and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
- viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'.
- ix) Bank Guarantee for security deposit.

A. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs.\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.
- IN WITNESS WHERE of the parties here unto 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. Name &Address\_\_\_\_\_

Signature of Contractor With  
Seal

2. Name &Address\_\_\_\_\_

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

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

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

(Chief Medical Officer)  
Deendayal Port Authority

The common seal of the Board of Trustees of the Port of Deendayal  
affixed in the presence of:

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

Secretary

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

Deendayal Port Authority

**FORM -8**

<p align="center"><u>SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY DEPOSIT</u></p>
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(to be executed on Rs. 300/- non-judicial Stamp Paper)

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

In consideration of the Board of Trustees of the Port of "Deendayal Port Trust" incorporated by the Major Port Trust Act, 1963 as amended by the Major Port Trust (Amendment) Act 1974 (herein after called "The BOARD") which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Trustees of the Port of Deendayal Port Trust, its successors and assigns) having agreed to exempt \_ (herein after called the " Contractor")(Name of Contractor/s)From the demand under the terms and conditions of the \_\_\_\_\_ contract, vide

\_\_\_\_\_ 's letter no. \_\_\_\_\_ (Name of department)  
dated \_\_\_\_\_ made between the contractors and the Board for  
execution of \_\_\_\_\_ covered under Tender  
No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for  
the payment of Performance Guarantee in cash or Lodgment of Government  
Promissory Loan Notes for due fulfillment by the Said Contractor of the terms  
and conditions of the said Contract, on production of a Bank Guarantee  
for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of Bank and  
Address) \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request  
of the Contractor do hereby undertakes to pay to the Board an amount not  
exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or  
damage caused to or suffered or which would be caused to or suffered by the  
Board by reason of any breach by the Contractor of any of the terms and  
conditions of the said contract.

1. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractors of any of the terms and conditions of the said contract or 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 any payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
2. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor's in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payments o made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
3. We, (Name of Bank and Branch) further agree with the Board that the 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 EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged 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.

4. We, (Name of Bank and Branch) further agrees with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor 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 power exercisable by the Board against the said Contractor 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 Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor 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.
5. this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
6. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees\_\_\_\_\_).
  - (b) This Bank Guarantee shall be valid up to\_\_\_\_\_;and
  - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before\_(date of expiry of guarantee)

For (Name of Bank) Signature

Date\_\_\_\_\_day of\_\_\_\_\_202\_\_



**FORM-9****SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,  
 Chief Medical Officer,  
 Deendayal Port  
 Authority,  
 Port Hospital Building,  
 Gopalpuri

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

.....

Dear Sir/Madam,

We confirm having issued the above mentioned guarantee favoring  
 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

**FORM-10**

(to be executed on Rs. 100/- non-judicial Stamp Paper)

**INTEGRITY PACT BETWEEN**

DEENDAYAL PORT AUTHORITY (DPA) herein after referred to as "The Principal" AND (Name of the bidder and consortium members)

..... hereinafter  
Referred to as "the Bidder/Contractor"

PREAMBLE: The Principal intends to award, under laid down organizational procedures, contract/s for tender No. .... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The central vigilance Commission (CVC) has been promoting / s and Contractor /s.

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. .... The Principal values full

Compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of Major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the Execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

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

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

(b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

**Section 2- Commitments of the Bidder /Contractor**

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm,

offer, promise or give to any of the Principal's employees involved in the execution of the contract to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.

c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts. g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and

undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section-4 Compensation for Damages**

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

2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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

#### **Section-5 Previous transgression**

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

#### **Section-6 Equal treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Sub contractors.

3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

#### **Section-7 Criminal charges against violating Bidders/Contractors/Sub— contractors**

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

## Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri S.K.Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.) independent Monitor, for this Pact. The task of the Monitor is to review independently and objectively, whether \_\_\_\_\_ and to what extent, the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
3. The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access ,to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. \_\_\_\_\_ The parties offer \_\_\_\_\_ to \_\_\_\_\_ the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

## Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

## Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is Gandhidham, Gujarat.

2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

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

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

For the Principal

For the Bidder/Contractor Place: Gandhidham

Witness-1.....

Witness-2

..... Date: dd / mm / yyyy

Note: (1) The bidder has to execute Integrity Pact agreement with Kandla Port Authority (as per Bid Response sheet No.10 and Shri S. K. Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.) has been nominated as Independent External Monitor for the IntegrityPact whose address is as under: 198/1, Neb Valley, Neb Sarai, IGNOU Road, New Delhi– 110 Email – pcmishra@hotmail.com

Shri S.K.Sarkar. IAS(Retd.)

B-104, Narantra Aptt.,

Plot8B, Sec 07, Dwarka,

New Delhi – 110 075

Mobile No. : 9811149324

Email: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

Shri Saurabh Chandra, IAS(Retd.)

A-9 Sector-30,

Noida(UP) 201301

Mobile No 9871322133

email: saurabh7678@yahoo.co.in

**FORM-11**

Statement showing compliance of provisions of Minimum Wages Act and other statutes (To be submitted with each monthly hire bill)

DETAILS OF DRIVER ENGAGED BY CONTRACTOR DURING THE MONTH & SALARIES/WAGES TO THEM	
Name of driver	
Driving license no. (kindly submit copy of driving license)	
Expiry date of license	
Saving bank account no.	
Name of bank and branch	
Amount of salary	
Date on which salary is credited (kindly attach copy of the relevant first page containing details of account holder and page containing details of credit of salary of the month/s for which RA bill is submitted by the contractor.	

It is certified that the Salary paid to drivers is no below the salary / wages prescribed under provisions of the Minimum Wages Act, 1948 as amended from time to time.

It is also certified that the Provident Fund, ESIC and other statutory dues have been regularly deducted and regularly deposited with the appropriate authorities.

Place

Date

Seal & Signature of Contractor

## **SECTION –V**

### **SCOPE OF WORK & TECHNICAL SPECIFICATION**

- 1.1 The two Air Conditioned Ambulances (GPRS enabled) of Force Tempo Traveller with a valid Gujarat Registration of Brand New Make & Model of 2023 confirming latest BS standards(as per Govt. directives), will be positioned at Port Hospital at Gopalpuri or Port Hospital, Kandla or inside Port area, Kandla as per the directions of Chief Medical Officer or Nodal Officer or his representative, round the clock with drivers during the entire period of contract for shifting of accident casualties/patients to the Hospitals for urgent medical care or for any other services/work as directed by the Chief Medical Officer or Nodal Officer or her representative.
- 1.2 Ambulances (GPRS enabled) should have equipped medical first aid items as per the  
**Annexure-I.**
- 1.3 Ambulances (GPRS enabled) service contract is initially for a period of five years, after satisfactory services which may be extendable for one year with same rates and terms & conditions upon mutual consent.
- 1.4 The Ambulances (GPRS enabled) should be purchased after award of work.
- 1.5 Ambulances (GPRS enabled) should be made available to use at any time as and when intimated by the Chief Medical Officer or Nodal Officer or their representative.
- 1.6 Ambulances (GPRS enabled) shall be positioned in a place as designated by the Chief Medical Officer or Nodal Officer or her representative.
- 1.7 Ambulances (GPRS enabled) shall have the fuel/diesel tank in topped up condition all the time.
- 1.8 The Ambulance vehicle shall not be changed without the approval of the Chief Medical Officer or Nodal Officer or their representative.
- 1.9 The Ambulances (GPRS enabled) vehicle should be in good condition without vibration and other defects. Any defects should be promptly repaired immediately. It should possess a comprehensive insurance policy including third party insurance.
- 1.10 The Ambulances (GPRS enabled) should be provided with one Stretcher in good condition suitable to carry the injured person.
- 1.11 The Ambulances (GPRS enabled) should also be provided with a First Aid box containing all required medicines.



**Annexure - I****Specifications/Features of Ambulances (GPRS enabled)**

AC Ambulances (GPRS enabled):-

- Ready to use factory built New Air Conditioned Force Tempo Traveller Ambulance with one stretcher & all standard accessories mountings.
- Should have :-
  - Air Conditioned patient compartment
  - Partition between patient compartment and driver cabin and a sliding glass window
  - One Auto Loading stretcher with channel locking system
  - 2 fans in patient cabin and 1 in driver cabin
  - 3 tube lights in patient cabin and 1 in driver cabin
  - First- aid box
  - Wash basin with outlet
  - Reflective strips attached as per RTO rules
  - Ambulance written and reflective strips attached with logo
  - Overhead Siren with light and metal guard to protect the siren
  - Stepney Wheel
  - Roof lamp with revolving light,
  - Stand for glucose bottle
- Safety equipments :- Flash lights, fire extinguishers (ABC type Portable),

**SECTION –VI****Bill of Quantities or Price bid Schedule**

Sr. No	Description	Quantity	Rate (Rs. in figures)	Total Amount (excl. GST)
1	<p>Monthly rate for 1000 kms excluding fuel charges on 24 hours service on all the days of the month including Sundays &amp; Holidays for Ambulance  <b>Model ..... make FORCE TEMPO TRAVELLER</b></p> <p>When the cumulative run exceeds 1000 kms, Rs.12/- per Km. would be paid extra.</p> <p>Diesel charges extra @ 6 kms. per liter, on actual running basis. Diesel rates as per actual market rate basis at the time of running.</p>	02 nos.	<hr/> <hr/>	
Total Amount quoted excl. GST in words (in Rs..... )				
<p><b>NOTE:</b> The prices shall be quoted inclusive of all Taxes (excluding GST), Duties, salary and wages of staff, repair and maintenance cost, insurance and other incidentals, etc. The rate will remain firm till completion of work. Reimbursement of GST will be made as per the rates quoted by the bidder and as applicable from time to time for the same on production of receipts / challan.</p>				

Seal & Signature  
of the Contractor

Chief Medical Officer