



**DEENDAYAL PORT AUTHORITY
MARINE DEPARTMENT
E-TENDERING**

BID DOCUMENT FOR WORK OF

“Supply of 65 Nos. Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port, Kandla on contractual basis for a period of three years.”

TENDER NOTICE NO: DC - 06/2022

**Deputy Conservator,
Marine Department,
Deendayal Port Authority,
Administrative Office Building.
Gandhidham – 370 201
Kachchh – Gujarat.
Phone: 02836 – 233585 / 220235
Fax:02836 – 233585
E-mail id: dyconservator@deendayalport.gov.in**

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SECTION I – NOTICE INVITING TENDER (NIT)

**DEENDAYAL PORT AUTHORITY
(MARINE DEPARTMENT)
NOTICE INVITING TENDER
(NIT) ONLY THROUGH E-
TENDERING MODE**

TENDER NOTICE NO: DC - 06/2022

Electronic Tenders are invited by Deendayal Port Authority, Gandhidham from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of “**Supply of 65 Nos. of Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port on contractual basis for a period of three years**”.

1	Department Name	Marine Department
2	Estimate Amount	Rs. 65835074/-
3	Contract period	Three years (extendable up to one year)
4	Bidding Type	Open
5	Bid Call (Nos)	Two
6	Tender Currency type	Single
7	Tender Currency Setting	Indian Rupee (INR)
8	Joint Venture	Not Applicable
9	Qualifying Criteria	<p>1. Average Annual financial turnover during the last three years, ending 31.03.2022 the previous financial year, should be at least Rs. 197.51 Lakhs. The details shall be furnished by the bidder in the Form II of Annexure A duly attested by the Chartered Accountant.</p> <p>2. The bidder should have successfully completed similar work/services as detailed below during the last three years from the previous month of date of publication of the NIT with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc. Applications are invited should be either of the following:</p> <p>i) Three similar completed services each costing not less than the amount equal to Rs. 263.34 Lakhs</p> <p>ii) Two similar completed services each costing not less than the amount equal Rs. 329.18 Lakhs;</p> <p>iii) One similar completed service costing not less than the amount equal to Rs. 526.68 Lakhs.</p> <p>The above said details shall be furnished by the bidder in the Form III of Annexure A.</p> <p>3. Similar Works:</p>

		<p>i) Similar work/ services mean the Service Provider should have experience in providing manpower services viz., Firefighter, Driver etc., for fire services in any Port Sector / Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized/Scheduled Banks / Public Limited or Private Limited Companies.</p> <p>ii) The experience certificate shall be considered as per the initial work order and the completion of extended period of contract, subject to submission of satisfactory completion certificate.</p> <p>iii) In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate / Form 26 AS for the past experience, only then the experience will be considered.</p> <p>iv) Only the information stated in Form II and Form III of Annexure A shall be considered for evaluation and any other documents uploaded but not stated in the above-mentioned Form II and Form III of Annexure A shall not be considered for evaluation.</p>
10	Rebate	Not Applicable
11	Downloading of Bid document from www.nprocure.com & www.deendayalport.gov.in	From 17.12.2022 to 06.01.2023 up to 1600hrs.
12	Pre-bid meeting	On 23.12.2022 at 15.30 hrs. in the chamber of Dy. Conservator, Administrative Office Building, Gandhidham (Kutch), Gujarat.
13	Last Date and Time for submission of Tenders through online.	On or Before 06.01.2023 at 16.00 hrs.
14	Tender Fees.	Rs. 2000/- plus 18% GST = 2360/-
15	Earnest Money Deposit (EMD)	Rs.658350 /-
16	Bid Document Fee and EMD Payable to	FA & CAO, Deendayal Port Authority, Gandhidham
17	Date and Time for opening of Part I (Cover I) (Techno-commercial bid)	At 16.30hrs on 06.01.2023.
18	Validity of tender	120 days from the date of opening the Part I (Cover I) – Techno-commercial bid.
19	Tender Submission through	www.nprocure.com
20	Condition	The tender fees and EMD details with scan image of DD/BC/PO/Bank Guarantee issued by Nationalized/Scheduled bank except co-operative bank having branch at Gandhidham as per format at Annexure H or proof for payment by RTGS/NEFT

		<p>to be uploaded at preliminary bid stage in (n) Procure Portal. The Tender Fees & Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.</p> <p>In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activities related to the subject tender shall become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scan copy of valid certificate.</p>
21	Bid opening Authority	Deputy Conservator, Marine Department
22	Address	Deputy Conservator, Marine Department, Deendayal Port Authority, Administrative Office Building, Gandhidham – 370 201, Kachchh – Gujarat.
23	Contact Details	02836-233585/220235

Note:

1	The Bidders are advised to read the whole document carefully and submit their Tender/bid strictly meeting with the requirements spelt out in the bid document.
2	<p>While E-tendering all the supporting documents as stated in Annexure A have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation.</p> <p>Hard copies to be submitted within 7 days with Tender Fees & EMD duly sealed and signed except Price Bid.</p>
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

SECTION II – GLOSSARY

In this bid document and in the ‘Contract’, unless the context otherwise requires:

- i) “Authorized representative” means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii) “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document **“Supply of 65 Nos. of Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port on contractual basis for a period of three years”**.
- iii) Bid documents” (including the term ‘bid documents’ or ‘Request for Proposal Documents’ in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv) “Bidder” (including the term ‘tenderer’ or ‘service provider’ in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port; The bidder shall be Government Approved Fire Safety Service Organization.
- v) “Bidder registration document” means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for thee-tender;
- vi) “Board” means the Board of the Deendayal Port Authority, Gandhidham, which is a body under the Major Port Authorities Act. 2021.
- vii) “Competent authority” means the Chairman or any officer(s) authorized by the Chairman.
- viii) “Contract” (including the terms ‘Work Order’ under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between Deendayal Port Authority and the service provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- ix) “Contract price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.

- x) “Contractor / Service Provider” means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes contractor’s representative, successors and/or permitted assigns for the subject Contract.
- xi) “Day” means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- xii) “e-Tender” means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, nondiscriminatory and efficient procurement through transparent procedures;
- xiii) “Earnest Money Deposit’(EMD)” means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
- xiv) “Head of the Department” means the Head of a department in the Deendayal Port Authority appointed under the provision of the Major Port Authorities Act. 2021.
- xv) “Month” means month according to Gregorian calendar.
- xvi) “Notice Inviting Tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;
- xvii) “Pre-qualification document” means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify;
- xviii) “Responsive bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the **Section V – Evaluation of the Bid document**. If any requirements specified in **Section V – Evaluation of the Bid document** are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
- xix) “Tender” means the Contractor’s priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xx) “Week” means seven days without regard to the number of hours worked in any day in that week.

SECTION III –INSTRUCTIONS TO THE BIDDERS

1. GENERAL:

- i) Electronic Tenders (Online) are invited *by* Deendayal Port Authority from eligible bidders for **“Supply of 65 Nos. of Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port on contractual basis for a period of three years”.**(For details refer **Annexure F of Section X – Annexures and Forms**)
- ii) The bid document containing the entire details is available at www.deendayalport.gov.in or www.nprocure.com for downloading during the period specified in the NIT (**Section –I**).
- iii) The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in **Section IV – Techno-commercial qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Techno–commercial bid.
- iv) The Contract Agreement will be in force for a period of **Three years** from the date specified in the Work Order and extendable for a period up to **One year** with the same rate, terms and conditions to be decided on mutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract.

2. PRE-BIDMEETING

A pre-bid meeting will be conducted on the date, time and place as specified in NIT (**Section – I**) at Deendayal Port Authority, Gandhidham. Interested bidders can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id (dyconservator@deendayalport.gov.in) by **23.12.2022 at 15.30 hrs.** and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given. Interested bidder can also join the pre-bid meeting by Video Conferencing on line provided in the NIT.

3. ONLINE TENDER:

The intending Bidders are required to download and submit tender through www.nprocure.com. In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address:(n) code Solutions-A division of GNFC Ltd., (n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat) Contact Details: Airtel: +91 – 79 – 40007501, 40007512, 40007516, 40007517, 40007525 BSNL: +91 – 79 – 26854511, 26854512, 26854513[EXT: 501,512,516,517,525] Reliance: +91 – 79 – 30181689; Fax: +91 – 79 – 26857321, 40007533 E-mail: nprocure@gnvfc.net TOLL FREE NUMBER: 1–800–233–1010 [EXT: 501, 512, 516, 517, 525]

4. BIDDER'S RESPONSIBILITY:

- i) The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

- ii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The service charges quoted in the **Part II (Cover II) – Price bid** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- iii) Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- iv) The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Annexure G**.
- v) In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activities related to the subject tender shall become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scan copy of valid certificate
- vi) The Bidder shall submit a declaration as provided in the **Annexure G** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

5. CORRECTION/VARIATION:

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The bidder's proposal is deemed to include, all prices for the **Scope of Work** specified in **Section VII** of the bid document and no arithmetical correction or price adjustments are allowed.
- iii) Tender should be complete in all respects for taking a decision immediately on opening of the tender.

6. TRANSFER OF BIDDOCUMENTS:

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

7. ADDENDA /CORRIGENDA:

Addenda/Corrigenda, if any to the bid documents will be issued by the Port only in the (n) Procure Portal and Port's website, prior to the date of opening of the tenders.

8. INCOMPLETE DETAILS AND CANVASSING:

The Port does not bind itself to accept the lowest tender and may reject any or all tenders

received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

9. HISTORY OF LITIGATION

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

10. SIGNING OF THE BIDDOCUMENTS:

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in **Form IV of Annexure A** of the bid document, before submission of the tender.

11. DECLARATION BY THE BIDDER

The bidder, in a three hundred rupees non-judicial stamp paper, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form V of Annexure A**.

12. BID SUBMISSION & OPENING

The bid submitted by the bidder shall comprise the following: (1) Preliminary Stage Bid comprising of Bid Security (EMD) and Tender Fee. (2) Technical Bid comprising Qualification information in accordance to clause of Eligibility Criteria shall be submitted (3) Financial Bid: Bill of quantities (BOQ) duly filled and digitally signed by bidder.

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. 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 cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

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

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 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.

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, Ahmadabad, Tel. 91 79 26857316/17/18; Fax: 91 79 26857321, Mobile: 9327084190 / 9898589652, e-mail: nprocure@gnvc.net.

The accompaniments to the tender documents as described in Tender Documents 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 "Office of the Deputy Conservator, 2nd Floor, Room no. 210, A.O. Building, Deendayal Port Trust, Gandhidham – 370 201" within seven days from the last date of opening of tender. The envelopes shall be addressed to: Deputy Conservator, Marine Department, 2nd Floor, Room No. 210, A.O. Building, Gandhidham – 370201, Gujarat State 2.16.4. The envelopes shall bear (i) Name of work: _____; Bid reference No. _____; Name, Address, Contact Number and e-mail id. of the Bidder: _____.

The contractor can upload documents in the form of PDF format. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such documents are not uploaded his bid will become invalid and cost of bid document shall not be refunded. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0 [zero]". All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required, if any for verification of the original documents shall be submitted by the bidder, if required by DPA. The acceptance of a tender or part thereof will be rest with the Chairman, Deendayal Port Authority, who does not bind himself to accept the lowest tender or part thereof and reserves the right to reject any or all the tenders received without assigning any reasons. Tenders which do not fulfil the prescribed qualification will be liable for rejection

Bids must be received by the employer in online system at website www.nprocure.com. 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 www.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 www.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 www.nprocure.com in which case all rights and obligations of Seal & Signature of authorized representative of the bidder 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 web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no changes have been made in the document. If any discrepancy is noticed at any stage between the port's tender document uploaded on www.nprocure.com and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on www.nprocure.com shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

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 disqualification of bidder and can be banned from the bidding process with DPA for the period of 3 years apart from forfeiture of EMD.

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 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 www.nprocure.com and www.deendayalport.gov.in. The price bid i.e., BOQ will be opened only those bids qualify technically.

OUT STANDING DUES TO PORT

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the online uploaded bid document in any way will not bind the Port to accept their participation in the subject tender.

13. **TENDER FEES & EARNEST MONEY DEPOSIT(EMD):**

In order to be considered for the bid, the Bidder shall make payment of Tender Fees & EMD through DD/BC/PO OR RTGS/NEFT. For NEFT transfer accounts details are provided as below:

A	Name and address of the bank	State Bank of India.
B	Address of the branch	State Bank of India, Sector – 9, Gandhidham (Kutch), Gujarat.
C	IFSC code	SBIN0000373
D	Account Number	10316591671
E	Type of Account	Current Account
F	Beneficiary's Name	FA & CAO, Deendayal Port Authority, Gandhidham

- i. The tender fees and EMD details with scan image of DD/BC/PO/Bank Guarantee issued by Nationalized/Scheduled bank except co-operative bank having branch at Gandhidham as per format at **Annexure H** or proof for payment by RTGS/NEFT to be uploaded at preliminary bid stage in (n) Procure Portal. The Tender Fees & Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii. The EMD/Bid Security of successful bidder will be refunded on submission of Performance Guarantee as per tender clause and execution of agreement as per tender clause. The EMD of unsuccessful bidders except L1 & L2 will be released immediately after ranking of bids. EMD of L2 bidder will be released after entering agreement with L1 and acceptance of PG from L1 bidder. The EMD will be refunded suo-moto without any application from bidder. (III) EMD will not carry any interest. (IV) The EMD of successful bidder will be released after he has signed the agreement and furnished required Performance Guarantee. (b) EMD may be forfeited if: The bidder withdraws the bid after bid opening during bid validity The bidder does not accept the correction of bid price pursuant to any arithmetic error. The successful bidder fails within the specified time limit to (i) Sign the agreement (ii) Furnish the required performance guarantee (iii) Bidder submit more than one bid. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders except L1 & L2 bidders will be returned immediately after ranking of price bid, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier.
- iii. If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- iv. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- v. In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activities related to the subject tender shall become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scan copy of valid certificate.
- vi. The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E- tender portal or format for Tenders Acceptance letter is attached as Annexure -G.

14. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO PARTICIPATE IN THE E-TENDER

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

15. QUOTING OF SERVICE CHARGES FOR PRICE BID:

- i) The bidder shall quote the rate of service charge as specified in price bid in (n) procure portal, which is also placed at (Annexure E).
- ii) The service charges quoted in percentage shall be paid on the Minimum wages actually disbursed every month based on the deployed manpower, *excluding ESI, EPF and Bonus*.
- iii) Applicable GST, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.

16. PAYMENTS

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

17. EXPENSES INCURRED BY THE BIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

18. COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from the undersigned.

**Deputy Conservator,
Marine Department,
Deendayal Port Authority,
Administrative Office Building,
Gandhidham – 370 201,
Kachchh – Gujarat.
Phone: 02836 – 233585 / 220235
Fax: 02836 – 233585
E-mail id: dyconservator@deendayalport.gov.in**

SECTION IV– TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THEBIDDERS

PART I (COVER I) – Techno-commercial bid

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

A. The bidder shall have the meaning as stated in the Sl. No. (iv) of Section – II (Glossary) and must be Government Approved Fire Service Organization. The valid certificate/license to be provided with technical bid.

B. Past Experience:

The bidder should have successfully completed similar work/services as detailed below during the last three years from the previous month of date of publication of the NIT with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

- i) Three similar completed services each costing not less than the amount equal to **Rs. 263.34 Lakhs;**
(or)
- ii) Two similar completed services each costing not less than the amount equal **Rs. 329.18 Lakhs;**
(or)
- iii) One similar completed service costing not less than the amount equal to **Rs. 526.68 Lakhs.**

The above said details shall be furnished by the bidder in the **Form III of Annexure A.**

Note:

- i) Similar work/ services means the Service Provider should have experience in providing manpower services viz ., Firefighter , Driver etc., for fire services in any Port Sector / Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized/Scheduled Banks / Public Limited or Private Limited Companies.
- ii) The experience certificate shall be considered as per the initial work order and the completion of extended period of contract, subject to submission of satisfactory completion certificate.
- iii) In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate / Form 26 AS for the past experience, only then the experience will be considered.
- iv) Only the information stated in **Form II** and **Form III** of **Annexure A** shall be considered for evaluation and any other documents uploaded but not stated in the above-mentioned **Form II** and **Form III** of **Annexure A** shall not be considered for evaluation.

C. Financial Capability:

- i) Average Annual financial turnover during the last three years, ending 31.03.2022 the previous financial year, should be at least Rs. 197.51 Lakhs. The details shall be furnished by the bidder in the **Form II of Annexure A duly attested by the Chartered Accountant.**

SECTION V – EVALUATION OF THE BID DOCUMENT

1. Determination of Responsiveness

A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as prescribed below:

The bidders should scan and upload the following documents in the (n) procure portal, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without techno commercial evaluation.

(A) PRELIMINARY BID STAGE: -

- i) Scan copy of DD/PO/BC/Bank Guarantee or Proof of payment of Tender Fees & EMD by RTGS/ NEFT etc.
- ii) In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activities related to the subject tender shall become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scan copy of valid certificate.

(B) TECHNICAL BID STAGE: - In addition to the documents required for technical and financial qualification, bidder shall upload following documents in technical bid stage in (n) Procure Portal.

- iii) The bidder must upload self-attested copy of its PAN, GST, EPF, ESI, as stated in the **Qualification and Responsiveness Information –Annexure A.**
- iv) A self-attested copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.
- v) A self-attested certificate/License towards “Approved Fire Safety Service Organization issued by the Government”.
- vi) Copies of self attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- vii) Declaration of Authorized Representative of the bid in **Form IV of Annexure A in non-judicial stamp paper** with denomination not to be lesser than Rs.300/-. The proprietor of the firm, who bids, has to declare the authorized representative of the firm/company
- viii) The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Annexure G.**
- ix) Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Annexure G.**

2. Techno-Commercial Evaluation

- i) The documents uploaded by the bidder as specified in **Form III of Annexure A** read with **Section IV (B)**, will be evaluated based on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the

Eligibility criteria.

- ii) The financial capability will be evaluated based on the information provided in **Form II of Annexure A**.
- iii) After scrutiny of the documents uploaded in the **Techno- commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The tenders, which do not satisfy the qualifying criteria as mentioned under **Section IV – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.
- v) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3years.
- vi) The shortlisted bidders after the techno commercial evaluation will be informed through e-mails/letter. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vii) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

3. Price Bid Evaluation

- i) The bidders shall quote rates as service charges in the form **Price bid in (n) procure portal and which is also** provided in **Annexure E** of the bid document for reference. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later.
- ii) The price bid will be evaluated based on the percentage rate quoted by the bidders in the **Part II (Cover II) – Price bid** and the bidder quoting the lowest percentage rate will be declared as the successful bidder.
- iii) If the lowest percentage quoted happens to be the same for more than one bidder, the concerned bidders alone will be asked to again submit revised price quotes in sealed covers within the time to be prescribed by Port.

4. Award of Work

- i) The work will be awarded to the successful bidder(s) for providing Manpower Service as specified in the **Scope of Work**.

- ii) The decision of this Port shall be final in this regard.
- iii) The Port reserves the right to accept or reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

SECTION VI – INSTRUCTION TO SUCCESSFUL BIDDER

1. Letter of Intent

The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities.

2. Performance Security:

- i) The successful bidder shall deposit an amount equal to **3%** of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalized Bank or a Scheduled Bank having its branch at **Gandhidham** and cashable at **Gandhidham** in the form as per specimen in the **Annexure C** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall sent along with a letter from the Bank directly to the Port within 21 days from the date of issue of letter of intent with a claim period of 90 days.
- ii) The successful bidder may also deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the account details mentioned at the **Para No.13 of Section III** under “**Earnest Money Deposit**” of the bid document. However, the Port may relax the above time limit of 21 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited.
- iii) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be uncashed by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.
- iv) The Performance Security should remain valid for a period of **90 (ninety) days** beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

3. Signing the Contract Agreement:

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided

in **Annexure B** of the bid document on Gujarat State Government stamp paper of the value of **Rs.300/-** within 21 days from the date of issue of LOA.

- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

4. Signing of Integrity Pact

The successful Bidder shall also require to execute an '**Integrity Pact**' in the prescribed pro-forma (only if the estimated value is more than fifty lakhs) provided in **Form VII** of **Annexure A** of the bid document within 21 days from the date of issue of LOA.

5. Work Order

After fulfilment of the conditions specified in the Letter of Intent and as above, the Port shall issue Work Order to the successful bidder. Within 30 days after issue of work order, bidder shall deploy 65 Nos. of Fire Fighters as per tender requirement after getting the profile approved from DPA. Any delay in deployment of Fire Fighters will attract LD as specified under clause 11 of Section VIII.

6. Debarment

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

**SECTION VII – SCOPE OF WORK, STATUTORY COMPLIANCE
AND CONTRACTUAL OBLIGATIONS**

1. Scope of Work:

A. The Port Fire service manning requirements:

- a) The staff to be deployed should be familiar with firefighting and operation of firefighting equipment.
 - b) The Staff to be deployed should be able to communicate to the Fire Control and Port Fire Officer as and when required in English /Hindi/Gujarati.
 - c) The change of shift shall not hamper the Port Fire operations.
 - d) The staff shall also carry out the additional duties as per the instruction of the Dy. Conservator or his representative without any additional financial liabilities on Deendayal Port.
 - e) Prior to the date of commencement of service, the staff shall have completed all the necessary medical test and submit the necessary medical certificate from Govt. Hospital.
 - f) Duty roster for next month must be provided by 25th of previous month. Any change in posting must be informed in writing to Dy. Conservator for prior approval. Duties in Port area will be allocated by of Dy. Conservator or by his representatives.
 - g) Transportation, food, lodging for the fire personnel must be provided by the successful bidder.
- B.** The successful bidder has to provide manpower possessing the educational qualification, experience, category and age, etc., as mentioned in **Annexure F** from the date to be specified in the Work Order at Deendayal Port.

2. Statutory compliance and contractual obligations

Statutory compliance and contractual obligations to be complied with by the contractor:

The manpower deployed by the successful bidder shall works within the premises of the Port and also to attend fire call outside the Port limit as and when required. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, Private Security Agencies, Environmental Protection, etc. In case of any violations or non-adherence to the same, for reasons whatsoever, **Liquidated Damages** as per **Para No.11 of Section VIII** will be deducted from the Performance Security/ Security deposit of the bidder. If such non-compliance is continued by the successful Bidder for a period of consecutive three months even after imposing of the liquidated damages for reasons whatsoever, the contract agreement will be terminated.

i. Income tax

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate

or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

ii. Goods and service tax

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

iii. Compliance with the EPF / ESI Act

- a) The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them. The Port's contribution shall be reimbursed only after the submission of documentary proof of payment made towards EPF/ESI within stipulated period as per the relevant Act on account of this contract.
- c) In the 1st month of claim for reimbursement of ESI/ EPF, the Contractor shall enclose the copy of the ESI and EPF card of the entire manpower including the substituted manpower deployed by the Contractor, only upon which the claim of the Contractor will be considered.
- d) If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate contract.
- e) Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

iv. Bonus Act

Contractor is required to pay bonus as per the Bonus Act to the Manpower deployed and the same shall be reimbursed at actual by the Port upon submission of proof of payment to the provided Manpower.

v. Contract Labour Act.

The Contractor shall furnish a valid Labour license under Contract Labour (Regulation and Abolition) Act 1970 within **30 days** from the date of work order and comply with all necessary required provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

vi. Workmen safety and Insurance

The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel deployed by him under this work covering the fire fighting works, operation and maintenance works. The Contractor shall wherever applicable

- a) Take out and maintain, at their own cost but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premium have been paid.
- b) ensure sufficient personnel protection Equipment (PPE) gears like safety shoes, hand gloves, gum boot, mask, hand gloves, ladders, rain coat etc. by their workers while carrying outworks.

The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise.

Note:

- a) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers
- b) Accident, life, medical insurance is also available through PM Suraksha Bima Yojana, PM Ayushman Bharath yojana, etc.

vii. Other statutory provisions

- a) The Contractor shall comply with the rules of Central Excise Department, as applicable.
- b) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with the Port based on mutual consent and furnishing of proof of documentary evidence of such payments to the concerned authorities for the provided manpower every month without fail and before submitting bills for the subsequent months.
- c) The Contractor is the direct employer of the manpower deployed by him at the Port under all labour legislation including Industrial Disputes Act, 1947, etc.

- d) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract agreement arising out therefrom.
- viii. The Contractor shall be responsible for any claim/benefit/compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from the each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at Port.
- ix. The Contractor shall be liable for all kinds of dues payable in respect of the manpower deployed under the contract and the Port shall not be liable for any dues for availing the services of the manpower deployed by the Contractor.
- x. All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.
- xi. The contractor to ensure that the personnel's engaged as Firefighter must not participate in any activities organized by any trade union or association which are deterrent or hindrance to the Port operation or against the good interest of the Port.

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject E-Tender published by the Port for **“Supply of 65 Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port on contractual basis for a period of three years”**. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the manpower service more specifically detailed in the **Scope of Work in Section VII** of the bid document. The following General terms and conditions of this Contract shall also form part of the above mentioned tender.

2. Consideration

The price to be reimbursed by the Port to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the above mentioned tender.

3. Period of Contract:

- i. The Contract is valid for a period of three **years** from the date specified in the Work Order.
- ii. The Contract **may be extended for a further period of one year on mutually agreed** basis at the same rates, terms and conditions as decided by the Port, if the services are required by the Port and the performance of the Contractor is found satisfactory by the Port.
- iii. The contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor, in writing, without any prejudice to any remedy may have against Deendayal Port.
- iv. The Deendayal Port reserves the right to increase/decrease the requirement of manpower as and when required up to (+/-) 30%.

4. Non-performance of Contract/ Breach of Contract

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the Port will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract following the procedure stated in **Para No.6** of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor or its employees or the manpower deployed for the performance of the Contract.

5. Malpractice or furnishing of false information

In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the Port shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the Port reserves right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also blacklist or suspend or debar the Contractor from participating in future tenders, as the Port thinks deem fit.

i) Termination of Contract

Consequent to the failure of the contractor to comply with the notice issued for non-performance/ breach of contract, Port will issue a notice giving the contractor 7 days time asking him to show cause as to why the contract should not be terminated.

- ii) If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, Port will terminate the contract with immediate effect.

6. Discontinuance by the Contractor

If the contractor is not in a position to continue the contract, the Contractor should give 180 (One hundred Eighty) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

7. Foreclosure of the Contract by Port

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit and Security deposit will be refunded to the Contractor.

8. Conflicting relationships

A Contractor found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

9. Change in Constitution

The Contractor/ Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the existence of the Contract.

10. Insolvency / Bankruptcy / Winding up, etc.

The Port shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick companies applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

11. Liquidated damages (LD)

If the Contractor fails to comply with any of the **Statutory and Contractual Obligations** provided in **Section VII** and other applicable acts, rules and regulations in relation to the tender, the contractor shall pay a sum equivalent to 0.05% of the value of the Contract Price for every week or part thereof subject to a maximum of 10% of the total value of Contract Price as liquidated damages, as the case may be, until fulfilling the obligations thereon. In case Port is compelled to comply with the said failure of the contractor, the cost so incurred by Port shall be deducted from the Security Deposit and/or Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

12. Confidentiality

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

13. Force Majeure

- i) The term “force majeure” as employed herein shall mean including but not limited to, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.
- ii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-postfacto. The clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the Force Majeure.

- iii) The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Port without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

14. Damage to Property

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port.

The contractor shall be liable for pollution damage and the cost of cleanup, which has occurred due to the contractor's personnel by willful, intention acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

15. Indemnification

The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

16. Changes in terms of a concluded Contract

No variation in the terms of a concluded contract can be made without the consent of the parties.

17. Identity Cards/Entry Passes

The contractor should arrange identity cards at their cost to the manpower deployed under this Contract. All deployed manpower shall wear the identity card as well as entry pass at all times while on duty entry pass will be provide at free of cost.

18. Uniforms:

Uniform, shall be worn by the deployed manpower, at all times while on duty. The Contractor shall be solely responsible for the supply of required PPE and Uniform items (Khaki Uniform with badges with barret cap) to his staffs and also ensure the use of PPE such as helmets (FRP), nose masks, hand gloves, belt, safety shoes, gum boot and rain coats by his staff at site, the cost of such uniform will be reimbursed by Deendayal Port Authority as stated under clause 27 below.

19. Accident or injury to workmen

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

20. Dispute Resolution

- i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, Deendayal Port Authority, Gandhidham.
- ii) In case, the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, Deendayal Port.
- iii) If the dispute remains unresolved, the same shall be referred to the Chairman, Deendayal Port whose decision, in this regard, is final and binding on both the parties to the contract.

21. Doubt and clarifications

In case of any doubts on the terms and condition of the tender, the same may be referred to the concerned Head of Department, Deendayal Port Authority, Gandhidham in writing for clarification, whose interpretation shall be final and binding.

22. Notice

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person as declared in **Form IV of Annexure A**, if given or left in writing to the address or sent through E-mail ID given in response to the bid document declared in the **Form I of Annexure A**. Responsibility to notify any change in address and/or email-id, entirely lies with the Contractor.

23. Manpower Labour Dispute

The Contractor shall be responsible for disputes that may arise between the Contractor and the manpower of the contractor.

24. Joint Venture

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

25. Sub-contracting

The Contractor shall not assign, transfer, pledge or sub-contract the performance or services awarded by the Port to any other party.

26. Qualified Manpower

- i) All services shall be performed by persons qualified and able in performing such services as per the **Scope of Work** specified in **Section VII** of the bid document.
- ii) The Contractor shall select the manpower after clearly understanding the scope of work, schedules, activities, specifications and requirements specified by the Port in the tender or subsequent thereon.

27. Payments for Manpower Deployed by the Contractor

The Port will reimburse the following in respect of the categories of manpower contracted and actually deployed.

- i) Minimum wages as prescribed rate by the Central or State Government, whichever is higher for semi-skilled category, “C” area.
- ii) Contribution to Employees State Insurance (Employer’s share).
- iii) Contribution to Employees Provident Fund (Employer’s share).
- iv) Bonus actually paid, as per entitlement.
- v) Cost of the uniform purchased or estimated cost (i.e. Rs 1696980/- (Rupees Sixteen Lakhs Ninety Six Thousand Nine Hundred Eighty Only) whichever is less shall be reimbursed after the third month from commenced of work, on submission of original bills of purchase (Uniform). However, the reimbursement is not eligible for calculation of administrative charges at the quoted rate.

The above will be regulated as per extant rules and **Section VII (Scope of Work; Statutory Compliance and Contractual Obligations)** and **Section IX (Special Conditions of Contract)**.

28. Payment of Service Charges

The Contractor shall be paid the “Service Charges” on monthly basis as per the rate specified in the Work Order issued by the Port. *The service charges will be paid only on Minimum wages actually paid.*

29. Applicable Law and Jurisdiction

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Gandhidham for the purpose of actions and proceedings arising out of this contract and the courts at Gandhidham shall have the sole jurisdiction to hear and decide such actions and proceedings.

30. Settlement of Disputes:

- (I) If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

(II) Decision by Conciliator

- (i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (ii) Conciliator shall be paid daily at the rate specified in the contract Data together with reimbursable expenses of the types specified in the contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliators decision will be final and binding.

(III) Arbitration:- Any dispute in respect of 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, falling 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 entitled 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 fail to appoint its arbitrations 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.

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

1. Employment conditions:

- i) The Contractor has to provide list of manpower with copy of documents in support of qualification, experience, age as prescribed for respective category in **Section VII – Scope of Work** before deploying of manpower:
 - a) List of manpower shortlisted by Contractor for providing in the Deendayal Port containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, communal status, marital status, address and identification proof, medical fitness certificate, Photo ID Card along with scoring sheet and result of screening test, if any, provided by the Contractor.
 - b) Any other document considered relevant.
- ii) The Contractor shall ensure to get the C&A verification by police for all the manpower provided by him and the contractor should ensure that the manpower deployed should bear good moral character. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are provided. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period.
- iii) The verification of the certificates of staffs towards educational qualification, driving, license, experience of handling centrifugal pump and minimum one month basic fire fighting training in recognized fire service institution shall be carried out by the Port Fire Officer or his representative prior to commencement of the contract.
- iv) The attendance details for manpower deployed shall be maintained by the Contractor himself at the duty spot identified by the concerned Head of Department through the bio-metric attendance device to be provided by Port for the purpose and the details of the same should be furnished along with the monthly bill to the Port, along with proof of bank statement of the provided manpower for having disbursed the salary the 1st month and for the subsequent month. In addition an attendance register for contract employees shall also be maintained by the service provided at the duty spot and then same should be submitted along with the monthly bill.
- v) The personnel provided under the Contract should have good communication skill in English/Hindi/Gujarati and ensure discipline, integrity and enhance the image of this Port. The Contractor shall be responsible for any act of indiscipline on the part of persons provided by him.
- vi) The Contractor shall ensure that persons to be provided are not alcoholic/ drug addict and shall not indulge in any activity prejudicial to the interests of the Port. The Contractor shall ensure proper conduct of the manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks/ paan/smoking/unnecessary

lingering without work and shall comply with Port rules and regulations including the requirement of ISO 9001 and EMS 14001 or other version if any for which the Port has been certified.

- vii) The Contractor upon receipt of written notice from the Port, at any time during the currency of contract shall replace the manpower deployed by him, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc. The manpower deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against this Port.
- viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided manpower and the Port shall not be made responsible for settlement of such issues.
- ix) The Contractor shall be responsible for the medical and other related claims of the provided manpower and no such claim shall be made to the Port.
- x) If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.
- xi) If any manpower deployed by the Contractor is absent beyond 5 days on maternity leave/accident, etc under ESI scheme it is the responsibility of the contractor to provide suitable substitute.
- xii) On request of the Contractor, the Port may provide quarters, on chargeable basis, subject to availability and such other conditions that the Port may impose from time to time.

2. Working Hours

(i) Shift timing of 8 hours

1st Shift: 0700 to 1500hours
2nd shift: 1500 to 2300hours
3rd shift: 2300 to 0700hours

- (ii) The contractor has to ensure the deployment of fire personnel 24*7*365.
- (iii) Manpower deployed by the contractor will be granted weekly off as per rules. The salary of weekly off will be reimbursed by the Port. However, leave for Public Holidays, Leave salary etc., if any, shall be compensated by the Contractor at his own cost.
- (iv) The Contractor must ensure proper attendance and proper weekly off to the manpower deployed. The Contractor shall be fully responsible for providing weekly off to the manpower deployed. If the contractor deploys the same manpower on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages, if any. The manpower deployed on essential services can avail three national holidays and 3 festival holidays in a year at the cost of contractor.

- iii) The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed up to three occasions in a month, failing which, for every two days of late coming, half a day's wages will be deducted.
- iv) Usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the concerned Head of Department.
- v) When the manpower deployed proceeds on leave or absents himself, it will be the prime responsibility of the contractor to provide a suitable substitute, The Contractor shall provide replacement of manpower, in such cases, so as to ensure adequate staff. If the Contractor does not make alternate arrangement within a maximum period of 3 (three) day, a penalty, at the rate of Rs. 50, shall be deducted per day per person absent from the Contractor's bill from 4th day onwards till the alternative arrangement is made for such absence in addition to any action taken by the Port as deemed fit.

3. Conduct and discipline:

- i. The deploy manpower must conduct and behave strictly in sobriety at all times which on duty.
- ii. The deployed manpower must be well groomed and be dressed in the prescribed uniform while on duty.
- iii. The deployed manpower must follow the orders and instruction issued by the Fire and Safety Officer and the senior officials of Port.
- iv. The personnel's deployed must not participate or associate with any trade union or association activities which are deterrent and hindrance to the Port operation and good interest of Port.

4. Payment details:

- i) The Contractor shall disburse the monthly wages to the manpower deployed by him at the Port on or before 7th of every succeeding month which in any case shall not be less than the minimum wages prescribed by the Central or State Government, whichever is higher for semi-skilled category for Location "C" area. As and when minimum wages is revised the contractor shall pay at revised rate of wage to the manpower deployed and claim for reimbursement from the Port duly providing documentary proof for such revision and payment disbursed. The wage should be paid by the Contractor only through bank (Jan dhan yojana account) to the manpower deployed by him.
- ii) The pay slips shall be issued to the manpower deployed by the Contractor for every month one day before the date of payment.
- iii) If the Contractor fails to pay wages to the provided manpower within the stipulated date, the Port shall serve a notice to the Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security/security deposit/any other payment to be made to the Contractor. Under such circumstances the Port will not pay any service charges to the

Contractor for the respective period.

- iv) In the event of such default of payment of wages by the Contractor, a penalty of 15% of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract will be terminated by the Port.
- v) The Contractor will submit the bill in triplicate on or before 10th day of succeeding month for reimbursement in the **Model invoice pro-forma** given in **Form No. X in Annexure D** with reference to rates quoted in the tender. The reimbursement will be made on pro-rata basis after necessary deduction, if any, in terms of absent of the manpower. In case of payment of revised wages and other statutory requirements thereon, the Contractor shall submit a separate bill for reimbursement with supporting documents such as revision and payment disbursed to the manpower. The normal time to make payment by this Port to the contractor is 10 working days from the date of receipt of bill in full shape with supporting documents including the documents of statutory payments. The payment will be released to the Contractor by the Port through E-payment to the bank account details furnished by the Contractor in the bid document.
- vi) The Contractor should submit the bill every month or any supplementary bills along with the list of details / documents provided in the **Annexure D – Checklist for submission of bills** in the bid document. Otherwise, the bill will not be considered for making payment.
- vii) No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim.
- viii) Payments to the Contractor would be strictly based on the certification of attendance furnished by the concerned department / office where the manpower is provided.
- ix) The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the Port, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

5. Other conditions

- i) The Port retains the right to place orders for an additional manpower up to a specified percentage of the originally contracted quantity at the same rate and terms of the contract, during the currency of the contract.
- ii) The Contractor shall agree to provide such additional manpower in the requested category, on the request by the Port, within seven (7) days from the date of intimation by the Port, with same terms and conditions.

- iii) The Port reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the Contractor, without assigning any reasons.
- iv) On the expiry of the contract period, the Contractor shall withdraw the manpower deployed by him at the Port and shall clear the accounts by paying all their legal dues. In case of any dispute arises on account of the termination of employment of the manpower deployed by the Contractor, it shall be the entire responsibility of the contractor to pay and settle the disputes.

6. Adoption

The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Act, 1963, Indian Ports Act, 1908, Manual for Procurement of Consultancy & Other Services 2017, etc., and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.

SECTION X – ANNEXURES AND FORMS

ANNEXURE A

QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I) – Techno- commercial bid.

PART I – TECHNO-COMMERCIAL BID

Sl. No	Qualification Documents to be uploaded	Uploaded Page Ref No.
(I)	PRELIMINARY BID	
1.	SCAN COPY OF DD/PAY ORDER/BANKERS CHEQUE/BANK GUARANTEE RTGS DETAILS FOR REMITTANCE OF TENDER FEES & EMD IN CASE OF CLAIMING THE EXEMPTION, MSME CERTIFICATE TO BE UPLOADED AGAIN THE REQUIREMENT OF TENDER FEES AND EMD IN NPROCURE PORTAL.	
(II)	TECHNICAL & COMMERCIAL BID	
1.	Notice Inviting Tender (NIT) / Annexure G	
2.	Form I – Bidder’s Bid cover letter	
3	A self-attested certificate/License towards “Approved Fire Safety Service Organization issued by the Government”.	
4.	Form II – Financial capability[as per Section IV(C)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5.	Form III – Past Experience [as per Section IV(B)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / nationalized Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
6.	Form III A – Experience / Completion / Performance certificate	
7.	Form III B – Details of TDS certificate (if applicable)	
8.	Form IV – Declaration of Authorized Representative of the bid[as per Para No.10 of Section III]	
9.	Form VI – Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification. (if applicable) (as per Para No.14(v) of Section III]	

10.	Form V– Declaration by the Bidder [as per Para No. (11) of Section III]	
11.	Form VI–Bank Mandate Form (Bank account details of the bidder)	
12.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
13.	Copy of GST registration certificate	
14.	Copy of PAN Card	
15.	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
	3. Copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act,1970.	
16.	Tender document with pre-bid clarifications and amendments issued by Port duly signed and sealed.	
17.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:

Date:

Signature and seal of the
Authorized Representative of Bidder

BIDDER'S BID COVER LETTER

(To be provided on the bidder's company letter head with signature and seal)

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person
to whom all references shall be :
made regarding this tender
4. Description and address of the person
to whom all references shall be made:
regarding this tender
5. Telephone :
6. Telex :
7. Fax :
8. E-Mail :

To

The,

Head of the Department,

..... Department,

Deendayal Port Authority, Post Box No.50,

Gandhidham – 370 201, Kutch – Gujarat.

Sir,

1. We hereby apply to be qualified for the tender invited by the Deendayal Port Authority, Gandhidham as a bidder for the work of tender for **“Supply of 65 Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port on contractual basis for a period of three years”**.
2. We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of providing manpower services and do hereby express our interest to provide such services.
4. We certify that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.
5. The names and positions of persons who may be contacted for further information, if required, are as follows
 - a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)

- b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)
 - c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)
-
- 6. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
 - 7. We understand that Deendayal Port reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place:.....

Date:.....

Signature and seal of the Authorized
Representative of Bidder

FINANCIAL CAPABILITY

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

<i>Sl. No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
01	Year 2019 – 2020	Rs.....	
02	Year 2020 – 2021	Rs.....	
03	Year 2021 – 2022	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Name.....

Date:.....

Designation.....

Business Address:

.....

Seal

Attested/Certified by Chartered Accountant

PAST EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section IV** of the Bid document as on.
(date)

Details of Similar Past Experience

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form III (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form III (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Date:.....

Name

Designation.....

Business Address:.....

.....

Seal

EXPERIENCE / COMPLETION / PERFORMANCE CERTIFICATE

(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)

This is to certify that M/s ----- awarded the contract -----
and executed in this organization as per the details furnished below

1. Name of the work:
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor : Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place:.....

Date:.....

Name

Designation.....

Organization with address.....

.....

Seal

Note :

- (i) Furnishing the information in the format is preferable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form IIIA.

DETAILS OF TDS CERTIFICATE

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Date:.....

Name

Designation.....

Business Address:.....

.....

Seal

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in Rs.300 /- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We, (Name)being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of.....(Name of the Bidder), hereby solemnly affirm and declare that the (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated..... (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business.....(Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorized Signatory) here by solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorized Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his Authorized

Representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

DECLARATION BY THE BIDDER

(To be provided in Rs.100 /- non-judicial stamp paper)

To

The Head of the Department.

1. I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, **“Supply of 65 Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port on contractual basis for a period of three years”**. which is extendable further one year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.
1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tender in process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Deendayal Port Authority to take further action in to the matter.

Witness's

Signature: _____
Name: _____
Address: _____
Tel.No: _____
Mobilen.: _____
Date: _____

Bidder's

Signature: _____
Name: _____
Address: _____
Tel.No: _____
Mobilen.: _____
Date: _____

FORM VI

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Account No. :
7. Branch Code :
8. Name of the Authorized Person :
9. Signature of the Authorized person
as per Bank :
10. E-Mail ID of Authorized Person :
11. Contact No. Landline/Mobile :

Copy of cancelled Cheque may be enclosed if Bank signature not obtained.

Name & Seal of the
Bank with Date

INTEGRITY PACT

BETWEEN

DEENDAYAL PORT AUTHORITY (DPA) hereinafter 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 I–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 II–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 or 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 vehicleless relationship, regarding plans, technical proposals and vehicleless 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 III–Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-II 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.

If the Bidder/Contractor has committed a transgression, through a violation of Section– II, 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 06 months and maximum of 03 years.

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 IV – Compensation for Damages

1. If the Principal has disqualified the Bidder, from the tender process prior to the award, according to Section- III, 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- III, or if the Principal is entitled to terminate the contract according to Section- III, 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 V – 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 VI – 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 Subcontractors.

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

Section VII – 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 VIII – External Independent Monitor

1.Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed] (1) Shri S.K Sarkar, IAS (Retired) & 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 IX – 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 X – Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
2. Changes and supplements as well as termination notices, need to be made in writing, 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/2020

The bidder has to execute Integrity Pact agreement with Deendayal Port Trust (as per Bid Response sheet No.10 and (1) Shri S.K Sarkar, IAS (Retrd) & (2) Shri Saurabh Chandra , IAS (Retd) have been nominated as Independent External Monitor for Integrity Pact whose address are as under:

Shri S.K Sarkar IAS (Retd.)

..... B-104, Nayantara Aptt,

..... Plot 8 B, Sec 07, Dwaraka

..... New Delhi – 110075,

Mobile Nos. 98111 49324,

..... Fax No.011 – 29533457,

Email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)

..... A -9, Sector – 30

..... Noida (UP) 201301

..... Mobile No 9871322133

..... Email : saurabh7678@yahoo.co.in

.....

CONTRACT AGREEMENT FORM

(To be entered in Rs.300/-non-judicial stamp paper)

This AGREEMENT is made on this.....day of.....Month of.....Two Thousand (....., 20.) between

M/s. Board of Deendayal Port Authority, a body corporate under Major Port Authority Act, 2021, represented by its Shri....., s/o..... having its office at Administrative building, Deendayal Port Authority, Gandhidham – Kutch-Gujarat (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its (Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS the Board of Deendayal Port Authority, Gandhidham (Kutch), Gujarat is desirous of the work comprising “**Supply of 65 Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port Authority on contractual basis for a period of three years**”.

WHEREAS the Contractor has offered to execute and complete such works and whereas the Board has accepted the tender of the Contractor and

WHEREAS the Contractor has furnished a sum of /performance bank guarantee of Rs /-(Rupees only) as performance guarantee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

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

1. Notice inviting tender
2. Instruction to the Bidders
3. Scope of Work, Activity Schedule and other requirements
4. General Conditions of Contract
5. Special Conditions of Contract
6. Annexures and Forms
7. Price bid
8. Work Order No.....
9. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with the Board to deploy manpower in complete and maintain the “Manpower” in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such services for the “Contract Price” at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of Deendayal Port Authority was here into affixed
and The.....thereof, has set his
Hand in the presence of

Deendayal Port Authority

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name&Address

.....
.....
.....

2) Name &Address

.....
.....
.....

FORM OF BANK GUARANTEE
(For Performance Security)

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

1. In consideration of the Board of the “Deendayal Port Authority” incorporated by the Major Port Authorities Act. 2021 [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 Deendayal Port Authority, its successors and assigns having agreed to exempt _____ [name of contractor/s][herein after called the “Contractor”].
2. From the demand under the terms and conditions of the contract, vide _____’s [Name of department] letter no. _____ dated _____ made between the contractor 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.
3. 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 Contractor of any of the terms and conditions of the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ [Rupees _____ only].
4. We, [Name of Bank and Branch], undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
5. 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 at 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.
6. We, [Name of Bank and Branch] further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor 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.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
9. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
10. Notwithstanding anything contained herein:
 - (i) Our liability under this Bank Guarantee shall not exceed Rs. _____ [Rupees _____].
 - (ii) This Bank Guarantee shall be valid up to _____; and
 - (iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ [date of expiry of guarantee].

Date _____ day of _____ 201_____

For [Name of Bank] Signature

CHECK LIST FOR BILL SUBMISSION

The Contractor shall utilize this checklist to verify the list of documents to be submitted along with the bills and any supplementary bills for payment. Any bill that contains the necessary documents and / or not in compliance with the mentioned below list applicable for the respective case, the bill will not be considered for making payments.

Check list for submission of bills					
Page No. & Clause Nos.	Contractor Name & PAN				
	NIT No.				
	Work order No & Date				
	Contract agreement				
	Contract valid up to				
	Contract Bill No/date period. Inward Document No. & Date No. of Manpower to be provided & actually provided				
	Details	Compliance by Contractor	Verified & certified by concerned Dept	Verified by Finance Dept	Remarks
10./14	EMD - To be refunded/ Adjusted/ Exempted				
14	PAN Copy	Yes			
14	GST copy	Yes			
14	EPF license Copy of contractor				
14	ESI license Copy of contractor				
14	Pvt security Agency certificate				
14	Authorized representative				
17	Performance Security, BG Copy Amount & valid up to				
18	Security Deposit to be recovered (Not applicable)	N/A			

19 & 28	<p>List of Manpower deployed with Name, Date of birth, details of educational qualification, experience, category, Community status, Marital Status, age etc., enclosed address identification proof, Medical fitness, Photo ID, Scoring sheet in screening test, if any conducted by Contractor.</p> <p>* Details as per clause of section IX should be provided during the first month of the said manpower deployment and in the 1st month of additional deployment if any.</p>				
19	All statutory provisions complied				
19	Income Tax to be deducted/ lower deduction. If lower deduction certificate copy enclosed and valid up to				
19	Invoice submitted by Contractor as per GST compliance				
19	ESI/EPF card copies of manpower deployed & proof of remittance made				
20	Month for which ESI/EPF proof submitted				
20	Payment of Bonus, if any, proof of Bank account enclosed				
20	Contract labour license enclosed				
20	Insurance taken and valid upto, no. of lives				
20	Safety Shoes & gloves etc provided wherever required				
21	Undertaking from each manpower with photo provided in the first month of such manpower deployed & each time when new manpower is deployed				
24	LD if any recoverable				

24	Any penalty/condonation for force majeure clause & its proof & approval				
25	Any recovery to be made for damages				
25	ID cards issued & worn, uniform, if applicable, were worn				
25	No dispute declaration				
26 & 27	Minimum wages paid & ESI/EPF remitted without any delay				
28	C&A verification by Police for manpower deployed, each time to be submitted new person is deployed				
28	Bio-metric attendance enclosed duly certified by the Authorised officer of the Port and bank statement copy for (i.e JhanDhan Aadhar Yojana account copy statement)				
29	Any notice issued by Port to the contractor if so, No. & Date				
29	Any manpower deployed has taken more than 5 days leave consecutively or for a total of 18 days in a month & Port permitted, if so reference letter No. & Date				
29	For clause 33/IX/X, whether suitable substitute provided if so details thereof				
29	Any quarters provided if so details of Demand No. for rent , water & electricity & its payment remitted				
30	Any recovery for late attendance if so details				
30	Any penalty to be recovered for non supply of manpower				

30	a) payment disbursed before 7th of every succeeding months b) In case of bill for revised Minimum wages for previous month proof of disbursement enclosed				
30	Pay slips to all manpower deployed issued for every month one day before the date of payment				
30	Any notice received from Port to pay minimum wages with stipulated time				
30	Any penalty for non-compliance of 30/IX/3(iii)				
31	Bill in triplicate before 10th, as per model proforma & duly incorporating all deduction due submitted				
31	Certificate of attendance enclosed				
34&31	(i) Any additional manpower request received & reference No. Date(ii)Whether such additional manpower provided within 7days				
	A certificate from the contractor and concerned department that all Terms & Conditions of contract has been complied with				

Note: Checklist is only indicative but not exhaustive & Contractor/ concerned department may include any other document which they may deem necessary.

Form VIII**Tax Invoice****Invoice No:****Invoice Date:**

From Company Name: Address : GSTIN/UIN : PAN No. : State Name : Contact No : E-mail ID : Work Order No:
To Deendayal Port Authority, A.O. Building, Gandhidham – 370 201 GSTIN/UIN : State Name : Place of supply :

1. Taxable Service

Sl. No	Description	HSN/SAC	Unit	Rate / Unit	Qty	Total Value (in Rs.)
	Less: Discounts, if any					
	Total Taxable value					
	Add: CGST @					
	SGST@ or					
	IGST @					
	Total					

2. Non-Taxable service

Sl. No.	Description	Total value (in Rs.)
	Total	
	Grand Total (1+2)	

Note Service is covered under Reverse Charge Mechanism (RCM)

Yes

No

Rupees(in words) :

Bank Account No. :

IFSC Code :

--

Authorised Signatory
(Signature of the Service Provider)

[illegible]

Schedule – B [not to be filled]
--

PRICE BID

Supply of 65 Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port, Kandla on contractual basis for a period of three years

Item.No.	Description	Qty.	Percentage Rate on Minimum Wages Actually distributed
1	Service/Administrative Charges in terms of percentage of Wages payable to Man powers in the cadre of Firefighter for Port Fire Service at Deendayal Port, Kandla	Lump sum	

(Percentage quoted above shall be exclusive of GST & inclusive of all Taxes and Statutory charges)

Annexure F**MANPOWER REQUIREMENT SCHEDULE**

Sl. No	No. of Person	Description	Qualification	Max. Age (in yrs. as on date of publication of NIT)	Minimum Experience in relevant field (in yrs)	Category
1	65	Firefighter	<u>Essential:</u> (i) Pass in regular Plus two or its equivalent from recognized Board of studies (ii) Should be able to climb steep ladder and to perform drills at high elevations (iii) Physical Standard: Height: 168 cms. Weight: 50 kgs. Chest: Normal - 81 Cms. Exp. 86 Cms. (iv) Vision: Normal in both eyes, color vision is essential and wearing of glasses is not permissible. (v) Knowledge in swimming. (vii) Certificate from a recognized institution for attending Firefighter course for a minimum period of 1 month.	35 years (on attaining 35 years and above staff to be replaced)	1 year (as a Firefighter or Similar post in Fire Service)	Semi-Skilled

Note:

1. As a proof for item (i), (vi) necessary self – attested copy of certificate has to be produced which has to be produced which will be verified with original certificates.
2. For item (ii) and (v) the Firefighter supplied by the contractor should have pass through the test conducted by the Port officials.
3. For item (iii) and (iv) the Firefighter supplied by the contractor should have pass through fitness test conducted by Port Medical officers (or) fitness certificate obtained from any Government Hospital.
4. If certificate furnished by the contractor on behalf of any Firefighter is found incorrect, the contractor must removes such employees from the contract and arrange to deploy from the contract and arrange to new contract employee within 24 hours. falling which penalty will be imposed as per section no. IX clause -2(v).

Annexure – G

NOTICE INVITING E-TENDER FOR THE WORK “SUPPLY OF 65 MANPOWER IN THE CADRE OF FIREFIGHTER FOR PORT FIRE SERVICE AT DEENDAYAL PORT ON CONTRACTUAL BASIS FOR A PERIOD OF THREE YEARS”.

**TENDER ACCEPTANCE AND DECLARATION ON LITIGATION
AND BLACKLISTING**

(To be provided on the bidder’s company letter head with signature and seal)

To

Sir,

Subject: _____

Tender Reference No.: _____ for “Supply of 65 Manpower in the cadre of Firefighter for Port Fire Service at Deendayal Port on contractual basis for a period of three years”.

WE DECLARE THAT:

1. I/We have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
 1. _____
 2. _____
3. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s),

schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.

6. The corrigendum(s) issued from time to time by Deendayal Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.
7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then Deendayal Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name&Address

2) Name &Address

Issues

1. Theshift

SPECIMEN EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- non-judicial Stamp Paper]

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer/ Board]

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. *[number]*. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) if the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) twenty-eight days after the expiration of the Tenderer's Tender or any extended period thereof.;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so- should also be enclosed]