

DEENDAYAL PORT AUTHORITY



दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY

GENERAL ADMINISTRATION DEPARTMENT

TENDER NOTICE GA/GN/5400/2023-2025

HIRING OF BRAND NEW MAKE OF 64 NOS. OF VEHICLES (MODEL-2023)
EV/DIESEL/PETROL, ON MONTHLY HIRED BASIS AND HIRING OF
VEHICLES NOT EARLIER THAN 2022 ON "AS AND WHEN REQUIRED
BASIS" FOR A PERIOD OF 03 YEARS

PORT OFFICE

General Administration Department
A.O Building
Deendayal Port Authority
Gandhidham – 370201
Kutch – Gujarat
Phone: +91-2836-220167, 233172
Fax: + 91 – 2836 – 233172
Email : secretary@deendayalport.gov.in

TENDER NOTICE
GA/GN/5400/2023-2025

Secretary, DPA, Gandhidham/Fax 02836-233172 invites tender through Online E-tendering system for the work of "Hiring of brand new make of 64 Nos. of vehicles (Model-2023) EV/Diesel/Petrol, on Monthly Hired Basis and Hiring of Vehicles not earlier than 2022 on "As and when required basis" for a period of 03 years"

1	Estimated Cost :	Rs.19,33,00,000=00
2	E.M.D.	Rs.19,33,000=00
3	Last date of Downloading	25/01/2023 UPTO 14:00 HOURS
4	Date, Time & Venue of Pre-Bid Meeting	16/01/2023 AT 11:00 Hours Old Board Room, A.O. Building, Gandhidham – Kutch
5	Last date of submission of E-Tender	25/01/2023 UPTO 15:00 Hours https://dpt.nprocure.com
6	Date and Time for Opening of E-Tender	25/01/2023 AT 16:00 HOURS
7	Tender shall be downloaded from web site: https://dpt.nprocure.com , http://deendayalport.gov.in . and http://eprocure.gov.in	
8	Corrigendum, if any, will be placed on website only.	

Sr. Dy. Secretary
Deendayal Port Authority

NOTICE INVITING ON-LINE TENDER

1	Department Name	General Administration Department
2	Circle/ Division	General Section
3	Tender Notice No.	GA/GN/5400/2023-2025
4	Name of work	"Hiring of brand new make of 64 Nos. of vehicles (Model-2023) EV/Diesel/Petrol, on Monthly Hired Basis and Hiring of Vehicles not earlier than 2022 on "As and when required basis" for a period of 03 years"
5	Contract period	3 years
6	Bidding Type	Open
7	Bid Call (Nos.)	One
8	Tender Currency Type	Single Currency
9	Tender Currency Settings	Indian Rupee (INR)
10	Joint Venture	Not Applicable
11	Rebate	Not Applicable
12	Bid Document Fee :	Rs.5900/- (Rs.5000.00 + applicable GST)
13	Bid Document Fee Payable To:	F.A. & C.A.O., Deendayal Port Authority, Gandhidham
14	Bid Security/EMD (INR):	Rs.19.33 Lakhs [Rupees Nineteen Lakhs Thirty Three Thousand Only]
15	Bid Security/ EMD (INR) in favour of :	F.A. & C. A. O., Deendayal Port Authority, Gandhidham
16	Bid Document Downloading Start Date	06-01-2023 from 18:00 Hours
17	Bid Document Downloading End Date	25-01-2023 upto 14:00 Hours
18	Date & time of Pre Bid Meeting	16-01-2023 at 11.00 Hours
19	Place of Pre Bid Meeting	Board Room, Administrative Office Bldg., Deendayal Port Authority, Gandhidham, Kachchh-Dist.- Gujarat
20	Last Date & Time for Online submission of Bids	25-01-2023 upto 15:00 Hours on https://dpt.nprocure.com
21	Bid Validity Period	120 Days from date of opening of technical bids

22	Remarks	<p>E.M.D. & tender fee (Demand Draft/Banker's Cheque/Pay order) shall be submitted in electronic format through online (by scanning) while uploading the bid. Technical Bid of only those firms shall be opened whose E.M.D. & tender fee is received electronically.</p> <p>(i). In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of tender fee.</p> <p>(ii). EMD of Rs.19.33 Lakhs (Rupees Nineteen Lakhs Thirty Three Thousand Only) in the form of Demand Draft / Bankers Cheque / Pay Order. The EMD beyond Rs.5.00 Lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (except Co-Operative Banks) having its Branch at Gandhidham. The Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the Bid. (In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies / organization under the Ministry of Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate).</p> <p>(iii) This submission shall mean that EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose EMD & Tender Fee is received Electronically. However, for the purpose of realization, bidder shall send the same in original to the Secretary at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Secretary, Deendayal Port Authority, General Administration Department, 1st Floor A.O Building, Gandhidham – 370 201, within 07 days from the last date of opening.</p>
		<p>(iv). EMD in form of Bank Guarantee (FORM NO. 8), submitted by the tenderer will be verified independently with the issuing the bank. If Banker's confirmation is not received in a reasonable period, the BG will be considered as non-responsive and the bid shall not be taken up for evaluation.</p>
23	Preliminary Bid Opening Date	25-01-2023 at 16:00 Hours
24	Technical Bid Opening Date	25-01-2023 at 17:00 Hours
25	Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders.

26	Documents required to be submitted by scanning through online.	(i). EMD & Tender fee (ii). Documents required under clause no.4.1 and 4.2 of Section-I. For the purpose of realization, the bidder shall send the all above documents by duly notarized to Secretary, Deendayal Port Authority, General Administration Department, 1st Floor A.O Building, Gandhidham – 370 201, within seven days of last date of opening of the Bid through post or by hand.
27	Officer Inviting Bids	Secretary, General Administration Department
28	Bid Opening Authority	Secretary, General Administration Department
29	Address	Secretary, General Administration Department, 1st Floor, Deendayal Port Authority, A.O Building, Gandhidham – 370 201 Kutch – Gujarat Email: secretary@deendayalport.gov.in
30	Contact	Phone: + 91-2836- 220022 Fax: + 91– 2836 – 233172
31	Services to be offered	Supply of Petrol / Electric / Diesel vehicles on Monthly Hired Basis and also on as-and when required basis.
32	Qualification Criteria & definition of similar nature of work	The bidder may refer to Clause 4.1 & Clause 4.2 of Eligibility criteria of Section – I – Instructions to bidders.

NOTE:

In case, bidders need any clarifications or if any 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)

Sr. Dy. Secretary
Deendayal Port Authority

SECTION – I

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

I. Scope of Bid

- 1.1 Deendayal Port Authority intends to receive bids from the interested eligible bidders for the work as mentioned in the Notice Inviting Tender (NIT). All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.
- 1.2 The successful bidder is expected to complete the works by the intended completion period.

II. Source of funds

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

III. Eligible Bidders

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

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in the clause regarding "Eligibility Criteria".
- 3.2 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids".
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Deendayal Port Authority subject to fulfillment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Deendayal Port Authority.

IV. Eligibility Criteria:

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

FINANCIAL		
SR.NO.	PARTICULARS	SUPPORTING DOCUMENTS
a	Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be as at least Rs.1.93 Crores as certified by the Chartered Accountant.	The Average Annual financial turn over certificate should be issued by any Chartered Accountant
TECHNICAL		
b	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :</p> <p>1. Three similar completed works each costing not less than the amount equal to Rs.2.58 Crore OR</p> <p>2. Two similar completed works each costing not less than the amount equal to Rs.3.22 Crore OR</p> <p>3. One similar completed work costing not less than the amount equal to Rs. 5.15 Crore</p>	<p>1. A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>2. A copy of work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>3. In the cases, where original contract period as per the work order has been completed and contract period has been extended under the same contract agreement, the value of work completed during the original contract period will also be considered for the purpose of evaluation. In this regard, the bidder is required to submit Completion Certificate/Provisional Certificate issued by the client with its seal and signature. Such completion/provisional completion certification should be issued on the letter head of the client and invariably reflect the following details:</p> <p>(i) Name of Contractor (ii) Name of Work (iii) No. of work order/agreement and date (iv). Contract value (v) Contract period (vi). Date of commencement of work (vii). Date of completion/Provisional Completion (viii). Value of Work executed during the contract period/original contract period (ix). Date of issue of completion /provisional completion certificate.</p> <p>4. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed of work. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.</p>

c	The Contractor shall own 30 Nos. of passenger vehicles/LMV (four wheelers) in his own name or in the name of his Firm, which are currently in operation in similar work.	Copy of RC Books, Insurance Policy, Fitness Certificate of the vehicles.
d	Definition of similar work	Similar works means "Supply of passenger vehicles (LMV) alongwith drivers for transportation of staff / passengers on contract basis".

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

- (a). Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b). Duly filled Forms mentioned in Section – IV- Part – I.
- (c). Registration with GST and Provident Fund Authorities.
- (d). EMD in form of Demand draft/Banker's cheque/Pay Order/ Bank Guarantee from Nationalized bank / Scheduled Bank (except Co-Operative Banks) having its Branch at Gandhidham.
- (e). Copy of PAN Card
- (f). Tender fee in form of Demand draft/Banker's cheque/Pay Order from Nationalized bank.
- (g). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- (h). A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- (i). Power of attorney (duly accompanied by resolution of Board in case of company) for bidding
- (j). Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and correct and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine and in correct.
- (k). Bidders should give an undertaking on their letterhead that they will comply with the specifications of the work including terms and conditions in total without any deviation.
- (l). Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor's report for the past three years.
- (m). The bidders are required to sign and upload scanned copy of pre-contract integrity pact, in the prescribed FORM No.10

NOTE: All Xerox copies should be duly notarized.

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

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

5. One Bid per Bidder

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

6. Joint Venture

Not applicable.

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents :

9. Contents of Bid Documents.

- 9.1 The set of bidding documents comprises the documents listed in the below table and addenda, issued in accordance with Clause-20 of Section - I.

Bid reference no. GA/GN/5400/2023-25

SECTION	CONTENT
	Notice Inviting Tender (NIT)
I	Instruction to Bidder (ITB)
II	General conditions of Contract (GCC)
III	Special conditions of the contract (SCC)
IV	Bid FORMS
V	Scope of Work & Technical Specifications
VI	Bill of Quantities OR Price Bid Schedule

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

10. Clarification on Bid documents.

- 10.1 A prospective bidder requiring any clarification of the bidding documents, may notify the Deendayal Port Authority, in writing or by electronic form and be confirmed by hard copy at the Deendayal Port Authority's address as indicated in the invitation to bid. The Deendayal Port Authority will respond to any request for clarification, which he received earlier than 07 days prior to the deadline for submission of bids. Copies of the Deendayal Port Authority's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. The clarifications shall be uploaded on Website of <https://dpt.nprocure.com>

11. Pre-Bid meeting

- 11.1 The bidder or his official representative may attend pre-bid meeting to be held on 16-01-2023 at 11:00 Hours in the Board Room, A.O. Bldg., Deendayal Port Authority, Gandhidham.
- The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 11.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 11.3 Pre – Bid clarifications will be uploaded in <https://dpt.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
- 11.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 11.5 At any time prior to the deadline for submission of Bids, Deendayal Port Authority may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 11.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in the form of Corrigendum and/or Addendum.

12. Language of Bid.

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

13. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

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

B) Financial Bid :

Bill of quantities duly filled and digitally signed by bidder.

14. Bid Prices

14.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

14.2 The prices shall be quoted inclusive of all Taxes (excluding GST), Duties, salary and wages of Drivers & other supervisory and support staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work.

However, the price quoted by the contractor shall be exclusive of Goods & Services Tax. The contractor shall quote GST rates separately which shall be paid by DPA as per applicable rules and provisions, from time to time. Toll Tax /Parking Charges and other charges will be extra and shall be reimbursed subject to production of original receipts.

A bidder has to quote rates for all categories which have been solicited by DPA. In case a bidder quotes rates for only one category, his bid will be summarily rejected and the bid will be treated as non-responsive.

14.3 Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to DPA by way of commensurate reduction in prices.

15. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

16. Bid Validity

16.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the Deendayal Port Authority as Non-responsive.

16.2 In exceptional circumstances, prior to expiry of the original time limit, the Deendayal Port Authority 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.

16.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. BID SECURITY (Earnest Money Deposit-EMD)

17. Earnest Money Deposit (EMD)

The tender shall be accompanied by Earnest Money Deposit of Rs.19.33 Lakhs (Rupees Nineteen Lakhs Thirty Three Thousand Only) in the form of Demand Draft / Bankers Cheque / Pay Order.

The EMD beyond Rs.5.00 Lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (except Co-Operative Banks) having its Branch at Gandhidham. The Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the Bid (i.e. beyond 120 days). (In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of EMD)

In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies / organization under the Ministry of Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate.

(a). Refund of E.M.D.

- (i). The EMD of successful Bidder will be refunded on submission of performance guarantee (IN FORM 6) as per the tender clause and executing the agreement (IN FORM 8) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii). In case a bidder quotes his rates only for vehicles hired under Occasional or as and when required basis and stands L1 for any category and his bid is accepted by DPA, the EMD of such bidder will be refunded only after completion of Contract Period and shall be converted in Performance Security Deposit
- (iii). EMD will be refunded Suo-motto without any application from the Bidders.
- (iv). The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (v). Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if:

- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to
 - (a). sign the Agreement or
 - (b). furnish the required performance Guarantee
- (iv). The bidder submits more than one bid
- (v). In case a bidder quotes rates for only category

18. Alternative Proposals by Bidders

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

19. Format and Signing of Bid

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

20. Amendment of Bidding Documents

- 20.1 Before the deadline for submission of bids, the Deendayal Port Authority may modify the bidding documents by using addendums.
- 20.2 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 Deendayal Port Authority.
- 20.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Deendayal Port Authority shall extend as necessary the deadline for submission of bids, which will be notified.

21. Submission of Bids

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids.

The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

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

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

- 21.1 The envelopes shall be addressed to:
The Secretary,
General Administration Department,
First floor A.O. Building,
Deendayal Port Authority,
Gandhidham (Kachchh – District)
Gujarat-State.

The envelopes should bear the following identification:

"Hiring of brand new make of 64 Nos. of vehicles (Model-2023) EV/Diesel/Petrol, on Monthly Hired Basis and Hiring of Vehicles not earlier than 2022 on "As and when required basis" for a period of 03 years".

Bid reference No. - GA/GN/5400/2023-25 and Name and address of the bidder.

22. Deadline of Submission of the Bids

- 22.1 Bids must be received by the Deendayal Port Authority in On-Line System at websites <https://dpt.nprocure.com> not later than 25-01-2023 upto 15:00 Hours.
- 22.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://dpt.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://dpt.nprocure.com> websites shall prevail.
- 22.3 The Deendayal Port Authority may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://dpt.nprocure.com> in which case all rights and obligations of the Deendayal Port Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22.4 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 change have been made in document.

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

23 Late Bids

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

24 Modification and Withdrawal of Bids

- 24.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension, if any.
- 24.2 No Bid can be modified after the deadline for submission of Bids.
- 24.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e. EMD.

E. BID OPENING AND EVALUATION

25. BID OPENING

- 25.1 On the due date and time, the Deendayal Port Authority will first open Technical bids of all bids received including modifications.
- 25.2 In the event of the specified date for Bid opening being declared a holiday by the Deendayal Port Authority, the Bids will be opened at the appointed time on the next working day at the same time.
- 25.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 25.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://dpt.nprocure.com> and www.deendayalport.gov.in.
- 25.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

26 Clarification of Bids

- 26.1 To assist in the examination and comparison of Bids, the Deendayal Port Authority may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 26.2 No Bidder shall contact the Deendayal Port Authority on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 26.3 Any effort by the Bidder to influence the Deendayal Port Authority's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

27 Examination of Bids and Determination of Responsiveness

- 27.1 Prior to detailed evaluation of Bids, the Deendayal Port Authority will determine, whether each Bid
 - (a) has been properly digitally signed,
 - (b) meets the eligibility criteria defined
 - (c) is accompanied by the required Bid security and tender fee;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e). Goods & Services Tax (GST) number to be quoted invariably by the bidder.
 - (f). Income Tax Permanent Account (PAN) number to be quoted invariably by the bidder
 - (g). A bidder who has quoted rates for all categories where rates have been solicited by DPA
- 27.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

- 27.3 If a Technical Bid is not substantially responsive, it will be rejected by the Deendayal Port Authority, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

28. Evaluation and comparison of bids

- 28.1 The Deendayal Port Authority will evaluate and compare only the Bids determined to be responsive.
- 28.2 In evaluating the Bids, the Deendayal Port Authority will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 28.3 The price bid (Schedule B) is two categories i.e. Category -1 for "Hiring on Monthly Basis" and Category -2 for "Hiring on As and When Required Basis".
- 28.4 In Category – I – The evaluation will be done on the basis of the lowest offer quoted by the bidders, by taking average rate quoted for each item of the Category.
- 28.5 In Category-2 - "Hiring on As and When Basis", the bidder is required to quote rate for different Make and Model of the vehicles under Sedan/MUV/SUV Category. DPA will choose all or any of the vehicles quoted by the bidders for the purpose of evaluation.

The evaluation will be done separately for each vehicle and lowest rates offered will be offered to the lowest bidder of Category – I above and the lowest bidder of Category – I shall have to accept the rates.

- 28.6 The determination of L1 shall be based on the quoted rate for Item mentioned in Category – I (Monthly basis) and Category – II (As and when basis). In case, the rate quoted for other items in respect of Category I & II by L1 are higher than rates quoted by other bidders, L1 bidder will have to match the rates of items with the lowest rates quoted by bidder in respect of those items.
- 28.6 If in the opinion of the Secretary, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the Deendayal Port Authority may ask the bidder to produce detailed price analysis with justification for all items of the bill of quantities.

29. Award of Contract :

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

The Deendayal Port Authority, if so required, reserves the right to:

- a) split the work and award the work in favour of more than one firm,

30. Deendayal Port Authority's Right to reject any or all the bids:

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

31. Letter of Intent:

The Secretary will issue the Letter of Intent (FORM No.6) intimating the successful bidder about the proposed pre-acceptance of tender.

32. Notification of Award and Signing of Agreement.

- (i) The Bidder whose Bid has been accepted will be notified for the award by the Deendayal Port Authority prior to expiration of the Bid validity period by confirmation in writing.

In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance/ Intent") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.

- ii). The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days of issue of the notification of award (Letter of Acceptance / Intent). The agreement will incorporate all correspondence between the Deendayal Port Authority and the successful bidder.

33. Contract Agreement:

- 33.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 10 days from the date of issue of Letter of Acceptance / Intent.

The successful Bidder will be required to execute an agreement at his expense on one Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (FORM NO. 8) for the due and proper fulfilment of the contract within 10 days from the date of Letter of Acceptance / Intent.

- 33.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Secretary's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

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

- (i). The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- (ii). The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- (iii). Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- (iv). If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.

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

34. Performance Security

- (i). Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in the form of Bank Guarantee OR Demand Draft within 10 days of receipt of Letter of Acceptance / Intent which will be refunded immediately not later than 14 days from the completion of contract / defect liability period.
- (ii). Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of award of work and forfeiture of Bid Security i.e. EMD.
- (iii). The performance guarantee cum security deposit in the form of bank guarantee should be from any Nationalized Bank / scheduled Bank having is branch at Gandhidham
- (iv). The Port Trust may at their option forfeit the Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

35. Issue of Work Order

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

36. Time Schedule

The Contract will be for a period of three years which shall be effective from the date of supply of all 64 Nos. of Vehicles within 20 days from the date of issue of Work Order.

DPA can extend the contract period for a further period not exceeding six months on the same rate, terms and conditions subject to satisfactory performance & the contractor has to work during the extended period.

37 Corrupt or Fraudulent Practices

37.1 The Deendayal Port Authority requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Deendayal Port Authority:

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

38 Integrity Pact Agreement

The bidders are required to sign and upload the scanned pre-contract integrity pact as per Section-I alongwith the tender failing which their bid shall be liable for rejection. Original hard copy of pre-contract Integrity Pact Agreement shall be submitted by Post or hand immediately within seven days of last date of opening of bid. The "principal" means "the Deendayal Port Authority" and "Counter party" means the contractor".

INDEPENDENT EXTERNAL MONITORS (IEMS) :

Shri S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed IEMs by DPA as Independent External Monitors and whose address is as under:-

Shri S K Sarkar, IAS (Retd)
B-104, NayantaraAptt.
Plot 8 B, Sec.07, Dwarka
NEW DELHI – 110 075
M.NO. 98111 49324
E-MAIL : ksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)
A-9, Sector – 30
NOIDA – (UP) – 201 301
M. NO. – 98713 22133
E-MAIL.: saurabh7678@yahoo.co.in

Seal & Sign of Contractor

Sr. Dy. Secretary
Deendayal Port Authority

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

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

- a. "Deendayal Port Authority" means Members of Board of Deendayal Port, a body corporate under the Major Port Authorities Act. 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Secretary or any other officers so nominated by the Board.
- b. "Contractor" means the person or persons, firm, corporation or company whose tender has been accepted by the Deendayal Port Authority and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. "Contract" means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. "Contract Price" means the total sum of money to be paid by the Deendayal Port Authority to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes (excluding GST) & duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The toll tax will be reimbursed by Deendayal Port Authority on actual basis on production of government receipts.
- e. "Specifications" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Deendayal Port Authority.
- f. "Secretary" shall mean the Secretary of Deendayal Port Authority.
- g. "Work" or "Works" shall mean the the work to be carried out by the contractor under the contract.
- h. "Approved" or "Approval" shall mean approval in writing.
- i. "Day" means calendar days,
- j. "Months" means calendar months
- k. "Monthly Hire Basis" means hiring of a vehicle for the whole month from first day of a calendar month. In the event of hiring of a vehicle other than on the first day of the month, the payment shall be made on a pro-rata basis by multiplying the monthly hire charges by actual days of hire and dividing the result by the number days in the calendar month in which the vehicle has been hired. For vehicles hired on monthly basis, the reporting place of the vehicle is mentioned in the tender. The reporting time of vehicle will be as communicated by the Nodal officer from time to time.

- l. "As-and-When required basis" means hiring of vehicle as per requirement of Deendayal Port Authority on any day either for local ply or plying at any place/places within the Kutch District or any place/places within the State of Gujarat. For vehicles hired on above basis the starting and finishing time and kilometers shall be the pick point communicated by DPA.
- m. "Head Quarter" means Gandhidham Kachchh.
- n. "Local Journey" means journey performed to any place/places within the Kachchh District, Gujarat State
- o. "Long Distance Journey" means journey performed to any place outside the Kachchh District.
- p. "Night" means a period between 2200 hours to 0600 hours
- q. "Tour place" shall mean place/places where a vehicle under "As-and-When required basis" or "Monthly Hire Basis" has been directed to visit.
- r. "Journey Time" in respect of journeys not involving night stay at the tour place shall mean the number of hours of journey from the time of commencement of journey till its completion irrespective of number of days.
- s. "Nodal Officer" means any officer nominated by the Secretary / Sr.Dy.Secretary for this contract.

2 Use of Contract Document :

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

3 Resolution of Dispute

- a). The Board and the Contractor shall make every effort to resolve dispute, if any, arising out of the Contract, through CSC, constituted under the Conciliation and Settlement Mechanism, duly adopted by the Board, vide Resolution No.111 dated 29.10.2021.
- b). In case of failure of amicable settlement of dispute by the CSC (Conciliation and Settlement Committee), between the Board and the Contractor, the parties shall refer the disputes to an Arbitrator under the Arbitration and Conciliation Act, 1996, amended from time to time and the decision of the Arbitrator shall be binding. The seat of Arbitration shall be at Gandhidham. The contract shall however, be governed by the Indian Contract Act, 1872.
- c). Jurisdiction of Courts :
All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

4 Force Majeure:

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

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

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

5.0 Compliance with Statutes, Regulations :

The Contractor shall comply in all respects, with all statutes and regulations as may be applicable from time to time including clearance from State / Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities.

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

The Contractor shall ensure timely payment of wages to his workers / supervisors / drivers, as notified by the Central Government from time to time. He shall also ensure statutory deductions required to be made and timely deposition with the appropriate authority thereof. The price quoted by the Contractor in the Price Schedule or Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislations.

The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour and also furnish documentary evidence of having complied with the above requirements at the time of submission of monthly bills.

6. Bank details of the contractor for release payment :

The contractor shall submit bills in respect of the cars hired on monthly hire basis within 15 days of the succeeding month supported by copy of Vehicle Mileage log book to be maintained as per the format provided in the tender documents. The Vehicle Mileage log book should be duly signed by the user.

The Bills in respect of vehicles hired on As-and-When required basis will be submitted separately by contractor within 15 days of hiring supported by log sheet duly signed by the user officer of the Deendayal Port Authority and payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:-

Bank Payment Agreement Form

A	Name of Party	
B	Account No	
C	Branch Name	
D	Branch Address	
E	Branch IFSC code	
F	MICR	
G	Accepted for	NEFT payment or RTGS payment

Declaration by the Bidder

I/We solemnly affirm and declare that the above information, furnished by me/us, are true/correct and DPA is requested to pay my / our dues to this account, as for as this work is concerned.

Signature of the Party with Seal

Declaration by the bank

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

Signature of the Bank Manager with Seal.

7. Time Extensions:

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

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

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

8. Time is the essence of the contract:

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

9. Police verification of staff

The Contractor who has been awarded the work, shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all staffs engaged by them, before commencing the work. In case of procedural delay in timely obtaining of Police Clearance Certificate, the Contractor shall submit an Undertaking that in event of any eventuality due to his Driver (s), he shall be legally responsible to bear all cost / punishment, as may be decided by the appropriate Court of Law. However, he shall not continue to engage any Driver more than a month after commencement of the work without police clearance.

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

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

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

10. Variations:

(i). Variation in Conditions of Contract:

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

(ii) Variation in Quantities of Schedule—B:

During the contract period, after two year from the date of supply of 64 Nos. of vehicles, DPA can reduce upto 10 numbers of vehicles hired on "Monthly Hire basis" by giving a notice of 30 days and for such reduction no claim for any financial loss will be entertained by DPA.

During the contract period, DPA can also increase the number of vehicles under "Monthly hire basis" upto 10 Nos. from the 1st year itself and the contractor shall be under obligation to provide the additional number of vehicles of Make and Model at the same rates and terms quoted by him and accepted by DPA.

Any additional vehicle required by the DPA as per condition no. 10 (ii), the contractor is required to supply brand New vehicles not earlier than the date of issue of work order of Make and Model, for which rates have been quoted by the contractor and accepted by DPA, within 30 days from the date of issue of written intimation of the Secretary, DPA. The additional vehicle so required under clause no. 10 (ii) will not be discontinued till two year from the date of supply of vehicle or date of completion of the contract, whichever is earlier. The additional vehicles required by DPA as per clause no. 10(ii) should have been purchased after the date on which the requirement of the same is communicated to the contractor in writing.

No vehicle other than as specified in the tender, shall be provided by the contractor, to any official without the specific approval of competent authority.

12. Taxes:

Deduction of Income-Tax:

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

Tax:

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

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

13. Engagement of Drivers:

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

14. Deduction:

- (i). Deduction of taxes / income tax at source shall be made from the all the bill of the Contractor in accordance with the prevailing rules of Govt.
- (ii) While performing under the contract, the damages caused by the Contractor or his vehicles/drivers to any of the Port Trust property shall be promptly made good by the Contractor at his own cost.

In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contractor any other transaction. Indetermination of the damage, the opinion of the Nodal officer shall be conclusive.

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

15. Sub contracts:

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

16. Undertaking by the Contractor:

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

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

18. Conduct:

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

19. Accident:

The Contractor shall, within 03 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Secretary OR Nodal Officer giving all the details in writing. He shall also provide additional information about the accident as requested by the Nodal Officer. He shall be responsible to bear all cost of such accident, may occurred at any time.

20. Watch and ward:

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

21 Termination:

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

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

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

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

21.4 The Deendayal Port Authority may terminate the contract if Contractor causes a fundamental breach of the contract.

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

- a). The contractor stops work and the stoppage has not been authorized by the Secretary or his nominee.
- b). The contractor becomes bankrupt.
- c). The contractor has delayed the commencement of work without any written approval of the Secretary.
- d). If the contractor, in the judgment of the Deendayal Port Authority has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e). For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Deendayal Port Authority, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Deendayal Port Authority of the benefits of free and open competition".

- f) If the contract is terminated, the Contractor shall stop work immediately, and remove all the vehicles and its belonging stationed within the premises of DPA with the written permission of DPA.

22 Conciliation Clauses

If any dispute arises between the contractor and DPA, the Contractor and Port Authorities may mutually decide to settle the dispute through the Conciliation Settlement process, as approved by the Board, vide Resolution No.111 dated 29.10.2021.

- (i). Either the DPA or the Contractor may send a reference above the dispute to the other parties. The Party initiating conciliation shall send to other Party a written invitation to settle or conciliation under this part briefly identifying the subject of the dispute. The concerned division in DPA shall send a request or response within 07 working days, if a reference is received from the Contractor, thereby inviting the Contractor to depute a team of their representative to interact with the Contract Management Division (CMD), to be constituted in such situation by the General Administration Department. The CMD will obtain and examine the correspondence document of the parties relating to the dispute, within 15 days hold discussion with the team of the contractor and technical division to crystalize the issue, prepare the agenda containing the gist on dispute.
- (ii). DPA shall offer / agree with the other party to refer the matter to CSC as conciliation is intended to be one consolidated package of settlement. Upon receipt of the content of the Contractor for making a reference to CSC, the Chairman of the DPA shall refer the matter to the Committee. The consent of the Contractor for conciliation shall also be deemed to be the consent to the committee in terms of Section 63 & 64 of the Arbitration and Conciliation Act, 1996.
- (iii). The proceedings shall commence when the Port or the other party except in writing the invitation to settle / conciliate.
- (iv). If the other party rejects the invitation there will be no settlement / conciliation proceedings.

If the party initiating settlement / conciliation does not receive a reply within 30 days from the date on which he send the invitation, or within such period of time as specified in the invitation, he may elect to treat this as a rejection of their invitation to settle / conciliate and if he so elects, he shall inform in writing to other parties in writing.

- (v). It may be noted that the settlement of dispute through above mechanism is an alternate dispute Resolution Mechanism has been put in place and if the Contractor is not willing to take recourse of this process or has any reluctance whatsoever in this behalf, there is no compulsion and they are free to follow the provisions governed by Arbitration and Conciliation Act, 1997 and Indian Contract Act, 1972.

23. Arbitration Clause:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him, subject to reluctance of either party or failure of amicable settlement of dispute through Conciliation and Settlement Committee Mechanism.

- (i). It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (ii). It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iii). It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (iv). It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (v). It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vi). It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (vii). The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (viii). The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

- (ix). Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (x). It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (xi). It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xii). Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

23. Indemnification:

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

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

24 Nodal Officer or his nominee's Decisions

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

25 Delegation

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

26. Communications

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

27. Personnel:

- (i). The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Nodal Officer. The Nodal Officer will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

- (ii). If the Nodal Officer asks the Contractor to remove a person, who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

28 Access to the office of the contractor

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

29 Instructions

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

30 Safety

The Contractor shall be responsible for the safety of the vehicle and belongings kept therein by the User.

31 Use of Contract Document:

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

32 Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the Deendayal Port Authority in relation to any work under taken by him in the Port premises.

33 Deviations:

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

Seal & Sign of Contractor

Sr. Dy. Secretary
Deendayal Port Authority

SECTION – III

SPECIAL CONDITIONS

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

1. The tender documents submitted by the contractor and correspondence exchanged between him and the Deendayal Port Authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.
2. Unless otherwise stated in the Work Order/Contract, all prices shall be fixed for the duration of the contract and shall not be subject to escalation except on account of increase or decrease in the cost of Diesel.

In respect of hired under MONTHLY HIRING BASIS, the normal working hours shall be 360 hours in a month. For use of any vehicle beyond the said duration waiting charges per hour or part thereof in excess of 30 minutes shall be paid at the accepted rates. Normally the vehicles hired on monthly basis, with the exception of those hired on round the clock basis, will not be asked to report earlier than 08:00 am in any day and will be released by 8:00 PM. However, if under any special & emergent situation the vehicle is required to work beyond the above normal schedule, no extra charges will be paid on daily basis. However, if the total working hours in a month exceeds 360 hours, waiting charges will be paid.

3. For vehicles hired on "As-and-When required basis" a day will be counted from the time of reporting at the place directed by the user.
4. In respect of vehicles hired on As-and-When required basis, the waiting charges shall be paid at the accepted rates in case the vehicle remains under use after the number of hours of journey time for which the same has been hired as specified in the applicable hiring slab under Price Schedule or Bill of quantities –Schedule B. However, if the vehicle remains under hire beyond 2200 hours the Driver Allowance & Night Weightage Allowance at accepted rates shall be payable instead of waiting charges.
5. There will not be any element of waiting charges where payment for minimum kilometers per day is assured and the journey involves night stay. In such cases night halt charges at accepted rates shall be payable for use of vehicle beyond 2200 hours.
6. Deendayal Port Authority requires round the clock operation of hired vehicles in some departments. In such cases, the contractor shall arrange for replacement of driver suitably so that the same person does not drive a vehicle for more than 12 hours a day.

7. Specification of the Vehicle

The Petrol / Electric / Diesel vehicles to be supplied by the Contractor on Monthly Hire Basis should be Brand New Make & Model of 2023 confirming to BS VI standards of the Make and Model for which they have quoted rates and accepted by DPA. Certified copies of Registration Books must be submitted to the Nodal Officer before commencement of work and a copy of the same must also be kept in the vehicle all the time for inspection by Nodal Officer or any other authorized official of the port or any other authority.

8. Commencement of work

The contractor is required to commence the work only after supply of total vehicles mentioned in the tender documents and after submitting all the documents as required in Condition No.14 of Section-III.

9. Insurance

- (i). The vehicles hired to Deendayal Port Authority shall be under a Comprehensive Insurance Cover (including third party risk) which should cover the risk of driver and all passengers and a copy of insurance policy must be available at all times while the vehicles are under hire to DPA.
- (ii). Policies and certificates for insurance shall be delivered by the contractor to the Nodal Officer or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to rectify the loss or damage incurred.
- (iii). Alterations to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

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

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

11. Use of Vehicle under Monthly Hire Basis for local journeys as well as Long distance journeys within Gujarat.

12. Order Acceptance

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

13. Submission of document before commencement of work

- (i). Duly notarized copies of RC book of all the vehicles to be provided on Monthly Hire basis submitted by the contractor. In case the vehicles to be deployed are hired by the Contractor, copies of firm hiring agreements /contracts in favor of the Contractor /his firm/company in respect of such vehicles together with the copies of their RC book shall be provided.
- (ii). A statement showing the details of driver which should include passport size photograph, name, permanent address, date of birth, mobile no, Aadhaar card no., Reference no. and date of police verification.
- (iii). A statement showing the details of office and supervisory staff engaged by the contractor which should include passport size photograph, name, permanent address, date of birth, Aadhaar card no., Reference no. and date of police verification and mobile no.
- (iv). Copy of insurance cover obtained by the contractor.
- (v). Copy of rent agreement or sale deed of the office established by the contractor in the Gandhidham Complex.
- (vi). Copy of receipt of all taxes and duties paid by the contractor for plying vehicles on the road.
- (vii). A list of vehicles, showing their make, model, Year of manufacture, name of the manufacturer of the vehicle, Chassis Number, Engine no. which the contractor intends to deploy on Monthly Hire Basis.
- (viii). A certificate duly counter signed by the 'Nodal Officer' that all drivers have been provided the uniform by the contractor.
- (ix). Notarized copy of police verification report and Aadhaar card of all drivers, office and supervisory staff engaged by the contractor for the subject work.
- (x). Copy of the pass book of drivers and supervisory staff engaged by the contractor for the subject work.

14. COMPLIANCE OF STATUTORY PROVISIONS

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

- a). The Registration Books of vehicles owned to be kept for utilization under contract.

- b). The Valid License from Licensing Authority (RTO) for plying the Commercial Vehicles.
- c). Vehicles hired to DPA shall have all the required permits and clearances from the Government Authorities to ply as a passenger carrier.
- d). The Drivers engaged by the contractor for running the vehicle must possess valid Vehicle Driving Licenses during the Contract Period.
- e). Comprehensive Insurance of the Vehicle
- f). Insurance Policy should cover driver's as well as passenger's unlimited personal injury.
- g). Deposit of necessary Taxes with the Statutory Authority.
- h). The monthly salary / wages of the Drivers, cleaners and supervisory staff engaged for the purpose will be deposited in the nationalized bank of Gandhidham-Kutch in the 1st week of every month under intimation to the Secretary, Deendayal Port Authority. A copy of first page of pass book containing the details of the account holder and copy of relevant page of pass containing details of credit of the salary of the specific month need to be attached with every running account bill. Payment to contractor will only be released after documentary evidences are submitted by the contractor with regard to payment of salary to drivers.
- i). Receipts of all statutory payments made by the contractor shall have to be shown to Deendayal Port Officials on demand. In case of any deviation, the currency of the contract shall be liable for cancellation with immediate effect and loss if any for hiring other agency or vehicles shall be recovered from the contractor's Security Deposit Bills.

15. SPECIAL CONDITIONS RELATING TO DRIVERS:

- (i). The Drivers should wear white dress and black shoes and efficient Drivers possessing required valid Vehicle Driving License and badges shall be provided by the contractor at their own cost.
- (ii). The contractor shall provide proper uniform to them, as approved by the Deendayal Port Authority at their own cost and make a written intimation to the Nodal Officer.
- (iii). The contractor shall provide working mobile with sim card to all drivers of the vehicles.
- (iv). In case of misconduct and misbehaviors of Drivers and/or Supervisory Staff reported by the employees/worker of the owner, the contractor will be required to remove such staff from the contracted vehicle being supplied with immediately effect.

- (v). The contractor shall furnish permanent and present address of Drivers with Two Passport size Photographs and personal data and also the complete details with regard to family back ground as like educational qualifications, previous experience, validity of driving license, Mobile or Land line No., Eye's testing report etc. and also deposit copies of driving license etc., with the Nodal officer.
 - (vi). Contractor will change any driver after written intimation to the Nodal Officer only.
 - (vii). Frequent change of drivers shall not be desirable on the vehicle hired on monthly hire basis and the contractor shall ensure the same driver for vehicle hired on Monthly Basis. However, in exceptional cases if the driver is required to be changed the contractor should give prior written intimation to the Nodal Officer of DPA atleast 7days in advance about his intention to change the driver.
 - (viii). In case of every change of driver or office staff appointed for liaison with DPA, the contractor is required to submit a statement showing the details of driver and supervisory staff which should include passport size photograph, name, permanent address, date of birth, , mobile no; Aadhaar card no., Reference no. and date of police verification. Along with the notarized copy of police verification report, Aadhaar card and passbook.
 - (ix). The contractor shall be liable for making arrangements for the food and stay of the drivers at his cost.
16. SPECIAL CONDITIONS RELATING TO VEHICLES AND THEIR UPKEEP & MAINTENANCE
- (i). The vehicles shall be kept in good running conditions with elegant painting, seats, curtains and meticulous cleanliness. All the vehicles are required to be provided with white seat covers and the washing of all the vehicles are required to be carried out on weekly basis.
 - (ii). The vehicles provided under Monthly Hire Basis shall at all times have a Board displaying "ON HIRE TO DEENDAYAL PORT AUTHORITY" on front and rear sides. The size and pattern of emblem shall be provided by Deendayal Port Authority while entering into the contract.
 - (iii). The vehicles hired to DPA shall have all permits and clearances from the Government Authorities to ply as a passenger carrier. The vehicle must be certified for 'Pollution Under Control'.
 - (iv). The contractor shall also make arrangement of parking of vehicles at his own cost and he shall be responsible to engage sufficient supervisory staff/ representatives, who is available on round the clock for attending any complaint/works.
 - (v). In case, the vehicle is under break down or servicing / repairs or not available, the contractor shall provide substitute vehicle immediately.

In case no substitute vehicle is provided within the minimum time period required for replacement which is half an hour of departure time, Deendayal Port Authority shall be free to arrange vehicle from another agency at the risk and cost of the contractor and the payment to outside agency will be adjusted from the payment due to contractor.

- (vi). He shall supervise smooth functioning of the vehicles and any complaint/communication will be passed on to him either personally or telephonically. In this regard, the contractor is required to submit notarized copy of rent agreement or sale deed. Any message / instruction given on email, Whatsapp, SMS, Telephone/Mobile Phone will be deemed to be an adequate intimation to the contractor.
- (vii). If the contractor desires to permanently withdrawn any vehicles provided on "Monthly hire basis" due to total breakdown or accident or any reason, brand new vehicle is required to be provided of the same Make and Model quoted by the contractor and accepted by DPA in the bidding process.
- 17. The contractor shall recruit their own staff for the running of the vehicles at his own risk and cost. Contractor shall be fully responsible for fulfilling of the statutory requirements under different Labour Acts. In respect of staff, if due to any reasons whatsoever, Deendayal Port Authority is made liable to pay any amount on account of contractor's liabilities under any of the law, such amount shall be recoverable from the contractor's dues. Deendayal Port Trust shall be free to recover such amount from the Statutory Deposit of the contractor or from his running bills due for payment.
- 18. Any loss or damage due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor.
- 19. The contractor shall ensure that the proper staff is employed by them for execution of contractor.
- 20. The contractor shall have a local office in Gandhidham Complex provided with Telephone Nos. and Mobiles and Contractor's representative should be locally available.
- 21. Loss or damage including loss of life due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor and under no circumstances Deendayal Port Authority shall be liable for the same.
- 22. The contractor shall be liable to pay any increase in Government Taxes or Levies/Insurance Premium, Road Tax etc. after opening of Tender

23. PAYMENT TERMS:

- a). Monthly payment towards guaranteed kilometer will be paid on monthly basis within 10 days from the date of submission of the bill, subject to compliance of all conditions. In case, when actual kilometer is less than guaranteed kilometer, the difference of kilometers shall be adjusted severely against the kilometers of the vehicles of same model, hired on 12 hourly basis and 24 hourly basis, who have run more than the guaranteed kilometer. Further, in case, if there is still left over kilometers accumulated during 03 months of period, the cost of fuel (i.e. for diesel / petrol vehicles) of such unadjusted accumulated kilometers, shall be deducted from the monthly bill. However, if the actual kilometer is more than the guaranteed kilometer for the same model of total vehicles, the payment for extra kilometer will be made as per the accepted rate.
- b). The contractor shall submit the one consolidated bill along with the duly filled in format given at Forms 11, 12 and 13 to Nodal Officer, Deendayal Port Authority in respect of all vehicles hired during the month under "MONTHLY HIRE BASIS and the payment for the certified bills shall be made within 15 days from the date of submission of bills.

Statutory Levies, if any will be deducted from the bills i.e. Income Tax will be deducted at source under Income Tax Act as also any other new Tax that may be imposed, as per the Government Directives/ Guidelines/ Instruction from time-to-time. No payment will be released without submission of duly filled in Form - 12 and 13 of Tender documents. The payment shall be released by NEFT / RTGS / Cheque within 15 days.

- c). While submitting the bill in respect of the monthly hired vehicles, the contractor is required to attach a copy of Vehicle Mileage Log Book (in triplicate) duly signed by the user. The Contractor shall also attach with the consolidated bill, a proof of disbursement of the wages to the Drivers / Workers / Supervisors alongwith the proof of deposition of statutory deductions with appropriate authority, required to be deposited thereof, however, this is not applicable for the bill submitted for the first month of the contract.
- d). The bills in respect of vehicles hired on "As-and-when" basis, shall be raised by the Contractor within 15 days of hiring, supported by Vehicle Mileage Log Book duly signed by the user or the official who has requisitioned the vehicle. The payment will be released within 10 days, subject to the compliance of all conditionality, by the Contractor, as mentioned herein.
- e). The Contractor shall ensure the functioning of Odometer in each vehicle

- f). For Electric Vehicles, appropriate place shall be provided by D.P.A. free of cost i.e. one at A.O.Building, Gandhidham and another one at Kandla, for installation of charging facility for the Electric Vehicles.
 - g). The Contractor shall require to arrange necessary equipment for charging of the Electric Vehicles and the cost of the charging equipments, installation and maintenance of charging equipments, shall be under the scope of contractor. D.P.A. will provide electricity on chargeable basis based on meter reading on the applicable rates, as provided to other business entity and same will be deducted from the monthly bill.
 - h). The Electric Vehicles should be registered with Gujarat Transport Authority in the name of Firm / Director / Proprietor / Partner.
24. Escalation on account of Diesel / Petrol Price only in respect of vehicles hired on "Monthly basis" shall be applicable as under:

No escalation is admissible on any account whatsoever during the first three months of the contract.

After three months of the contract increase or decrease in hire charges due to variation in fuel rates will be worked out and paid only when the variation to base rate is above 5%. Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula.

Variation due to increase or decrease in Petrol / Diesel price during the quarter = (Average revised rate per liter during the applicable quarter –Base rate per liter)

Escalation= (Variation in Rs in price of fuel per liter X Total actual Kms. run in the quarter) / Average Kms. per liter.

De-escalation = (Variation in Rs in price of fuel per liter X Total actual Kms. run in the quarter) / Average Kms. per liter.

[Note: The base rate of Petrol / Diesel would be fuel price per liter and shall be considered market rate on the Preliminary Bid opening date. If there is decrease in fuel price formula will indicate negative figure which means the deduction shall be done from the bill].

The review for change in hire charges due to change in fuel rates shall be affected at the end of quarters, irrespective of start of contract i.e. on 31st March, 30th June, 30th September and 31st December.

The average of price variation during the applicable quarter will be considered for the purpose of fuel escalation.

For example, the base rate of Petrol / Diesel is Rs.100.00 as on 01.01.2023 and the contract period commence from 01.04.2023. Considering the scenario of change in the rate of Petrol / Diesel, the average Petrol / Diesel rate increase is illustrated under:

YEAR	QTR.	DATE FROM	DATE TO	ACTUAL RATE	BASE RATE	INCREASE /DECREASE	NO. OF DAYS	AMT.
2023	II	1.7.23	22.8.23	104.00	100	4	53	212
		23.8.23	16.9.23	102.10	100	2.1	25	52.50
		17.9.23	22.9.23	99.50	100	-0.5	6	-3.00
		23.9.23	30.9.23	103.50	100	3.50	8	28.00
							92	289.5
AVERAGE INCREASE IN THE PETROL / DIESEL RATE DURING THE IIND QUARTER							Rs.3.15	

The escalation in rate of Petrol / Diesel rate will be allowed on actual kilometers run during the quarter.

The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel price is considered as on date of last date of opening of technical bid.

AVERAGE PER KMS/PER LTR.OF DIESEL VEHICLE

Type of Vehicle	Average kilometer run per Liter of petrol / diesel consumption
Compact SUV (Petrol) – 1500 CC	18
Compact SUV (Petrol) – 1200 CC	16
Multi-Purpose Vehicle (MPV) – Diesel	15
Pick – Up Van – Diesel	12
12 Seater – Diesel	15
In case of minimum average run per litre of fuel (i.e. average KMPL) as assumed above is not achieved by any vehicle then extra cost of fuel consumed by the vehicle on the basis of actual kmpl will be deducted from the payment of the contractor.	

25 Penalties

(A). Penalties relating to Vehicles

- (i) In case the contractor fails to supply the vehicle under Monthly Hire Basis, as per requirement, the DPA shall hire similar or higher category of vehicle at the cost of the contractor and a fine of Rs.1,000.00 per day per vehicle shall be levied for each day of default.
- (ii). In the case of failure to supply vehicle under “Occasional and As-and-When-Required basis” a fine of Rs.2,000.00 per incidence of failure plus the additional per kilometer hire charges, if any, paid by DPA shall be recovered from the Contractor.

- (iii). During the breakdown of the vehicle on any day, the contractor fails to make alternative arrangements within 60 minutes, a penalty of Rs.2,000.00 per day per vehicle will be levied failing which Deendayal Port Authority shall be at liberty to arrange another similar type of vehicle at the risk and cost of the contractor and no payment will be made to the contractor for vehicle under break-down.
- (iv). If it is noticed that any seat cover of a vehicle is not white colour / in torn out condition, a penalty of Rs.1000.00 per day per incident will be levied.
- (v). If it is reported that the first aid box & Fire Extinguisher are not provided in any vehicle or the vehicle is having expiry medicines or bandage a penalty of Rs.1,000.00 per incident shall be levied.
- (vi). The entries such as Vehicle Number, Name of Driver, "point to point journey" and "Timing of Journey" in a day should invariably be made in the Vehicle Mileage Log Book on day to day basis. In case if the entries are not mentioned day to day in the Vehicle Mileage Log Book, a penalty of Rs.5,000.00 per incident per vehicle will be imposed.
- (vii). The contractor has to ensure that all the batteries of Electric Vehicles are kept charged condition. In case of urgent requirement the contractor has to provide the vehicle in full charged condition, failing which a penalty of Rs.2,000.00 per incident shall be levied.

(B). Penalties relating to Drivers

- (vii). If it is found that drivers are not wearing uniform (i.e. white dress & black shoe) while performing their duties, a penalty at the rate of Rs.1000.00, per person per day will be levied.
- (viii). If the drivers of the vehicles are not provided with functional mobile, a penalty of Rs.1000.00 per vehicle will be levied.
- (ix). If it is noticed that the driver provided by the contractor, is not having valid driving license, a penalty of Rs.5,000.00 per such incident shall be levied. with a Caution Letter to the Contractor, not to repeat such incident. In case of such three violation during the contract period, Contractor may be imposed an additional fine of Rs.20,000/-.
- (x). The driver should not smoke or speak on mobile phone while driving the vehicle. If such incident is noticed, a penalty of Rs.500.00 per incident/per shift will be levied and Contractor may be directed to replace the Driver.
- (xi). If it is reported that any driver provided by the contractor is indulging in rash driving then upon the written instructions of DPA, the contractor shall immediately replace the driver. If the contractor fails to do so, a penalty of Rs.1000.00 per day of delay will be imposed till the Driver is replaced.

- (xii). If it is reported that any of the driver is found to be misbehaving with the officers of DPA/CISF then upon the written instructions of DPA, the contractors shall replace such Driver immediately, failing which, a penalty of Rs.1000.00 for each day of delay shall be imposed.
- (xiii). During the contract period, if it is noticed that the vehicle hired on "monthly basis" and "as and when basis" is carrying any un-authorized passengers, a penalty of Rs.1000.00 per incident will be imposed.

(C) Other Penalties

- (xiv). If the contractor is failed to establish functional local office at Gandhidham during the contract period, a penalty at the rate of Rs.5,000/-per month will be levied.
- (xv). If there is delay in commencement of work, a penalty of Rs.50,000.00 per day, will be imposed, till the work is commenced by the contract.
- (xvi). In case, any DPA/CISF official, other than HOD/ Commandant / Dy.HOD / Dy.Commandants officers / Pilots, is insisting the driver for using the hired vehicle for travelling from resident to duty point and vice versa, without written permission from the Secretary, GA Department, the contractor must immediately make a written intimation of such incident to Nodal Officer. Failure of the same on the part of contractor will be termed as default by the Contractor and penalty of Rs.1000.00 per incident per vehicle will be imposed.
- (xvii). If it is noticed that the contractor has changed the driver without prior written intimation to DPA, a penalty of Rs.500.00 per incident per vehicle will be imposed. In case of every change of driver, the contractor is required to submit a statement showing the details of driver which should include passport size photograph, name, permanent address, date of birth, mobile no; Aadhaar card no., Reference no. and date of police verification. Alongwith the statement notarized copy of police verification report, Aadhaar card, pass book.
- (xviii). The 'Nodal Officer', shall take judicious decision based on the report submitted by user/user department, before imposing penalty. However, he shall bring the same to the notice of the Secretary before effecting the recovery on account of such penalty.

26. ADVERTISING & PUBLICITY:

- (a). No advertising, publicity matter or other literature in relation to the contract of the work is to be published or utilized by the contractor. Contractor shall not display the name of his firm or anything on the vehicle.
- (b). The monthly hired vehicles, may be utilized from time to time, as may be required, by the DPA, for its publicity or for conveying any message in the interest public at large.

27. The control of booking / engagement / intermediate use of vehicles as well process for payment of bills.

GA Department will be the Nodal Department for the purpose of administrative control over booking of vehicles and their use.

The users of the monthly hired vehicle are not allowed to use the vehicle other than the official work. Pick up from the residence is allowed only for HoD, Commandant, Dy. HoD, Dy. Commandant, Pilots, unless the express permission is obtained from the Secretary / Dy. Chairman on recommendation of the concerned HoD. However, no permission shall be granted to pick up from the residence to any of the official, who are residing beyond the municipal limit of the Gandhidham, unless express permission from the Dy. Chairman / Chairman is obtained on due recommendation of the concerned HoD.

In case of utilization of vehicle for outstation journeys, the Nodal Officer is empowered to decide the pickup and drop point. The Nodal Officer shall divert any monthly vehicle which is found idle during the officer hours to meet other official travelling requirement.

If any monthly hired vehicle runs 100+ KM of more than the guaranteed kilometer continuously for three months, the concerned user/HoD shall have to submit justification, including the approval of the competent authority for such extra kilometers.

In other words, all the vehicles hired by DPA under this contract, will be under the direct control of Nodal Officer appointed by GA Deptt. Nodal Officer can divert any vehicle for any intermediate use with verbal or written intimation to the concerned user.

For the purpose to have smooth and fast communication a Whatsapp group comprising all users/ contractor/contractor's supervisor(s) will be created by the Nodal Officer and Nodal Officer will be the admin of the group.

If any vehicle has been engaged by the contractor without consent of the Nodal Officer or his instruction, the payment of the same will not be entertained at any circumstances.

The contractor is required to submit the duly completed one consolidated bill of all hired vehicles to Nodal Officer or the office of the Nodal Officer of GA Department. Thereafter the bill will be processed accordingly for release of payment subject to compliance of all requirements.

28. Department wise Allocation of vehicles hired on "Monthly basis":

DEPARTMENT	ALLOCATION OF VEHICLES	CATEGORY OF VEHICLES	NO OF VEHICLES	DISP. (IN CC)
G.A. DEPARTMENT	SECRETARY	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	SR.DY. SECRETARY	MAHINDRA XUV 300 OR EQUIVALENT (PETROL)	01	Not less than 1150 cc
	LABOUR SECTION	TATA TIGOR (ELECTRIC VEHICLE)	01	
	TP & PRO	MAHINDRA XUV 300 OR EQUIVALENT (PETROL)	01	Not less than 1150 cc
	LEGAL SECTION	TATA TIGOR (ELECTRIC VEHICLE)	01	
	TOTAL		05 NOS	
MEDICAL DEPARTMENT	C.M.O.	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	MEDICAL STAFF	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	TOTAL		02 NOS.	
VIGILANCE DEPARTMENT	C.V.O.	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	DY.C.V.O.	TATA TIGOR (ELECTRIC VEHICLE)	01	
	TOTAL		02 NOS.	
FINANCE DEPARTMENT	FA & CAO	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	SR.DY.C.AO	MAHINDRA XUV 300 OR EQUIVALENT (PETROL)	01	Not less than 1150 cc
	SR.DY.DIR. (EDP)	TATA TIGOR (ELECTRIC VEHICLE)	01	

	SR.A.O. (CDC)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	TOTAL		04 NOS.	
MECHANICAL ENGINEERING DEPARTMENT	C.M.E.	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	DY.C.M.E.	MAHINDRA XUV 300 OR EQUIVALENT (PETROL)	01	Not less than 1150 cc
	S.E.(M)	TATA TIGOR (ELECTRIC VEHICLE)	01	
	X.E.N. (E)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N.(EP)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N.(M)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	ELECTRICAL DIVISION	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	MECHANICAL DIVISION	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	MOBILE & DG SECTION	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	WORKSHOP / STORES DIVISION	MAHINDRA PICK UP EXTRA LONG OR EQUIVALENT (DIESEL)	01	Not less than 2500 cc
	TOTAL		10 NOS.	
TRAFFIC DEPARTMENT	TRAFFIC MANAGER	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc

	SR. DY.T.M.	MAHINDRA XUV 300 OR EQUIVALENT (PETROL)	01	Not less than 1150 cc
	DY.T.M.	TATA TIGOR (ELECTRIC VEHICLE)	01	
	RAILWAYS	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	SHIFT – IN – CHARGE	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	SAFETY OFFICER	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	A.T.M.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	A.T.M.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	A.T.M.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	TOTAL		09 NOS.	
MARINE DEPARTMENT	D.C.	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	H.M.	MAHINDRA XUV 300 OR EQUIVALENT (PETROL)	01	Not less than 1150 cc
	MARINE PILOT	TATA TIGOR (ELECTRIC VEHICLE)	01	
	MARINE PILOT	TATA TIGOR (ELECTRIC VEHICLE)	01	
	MARINE PILOT	TATA TIGOR (ELECTRIC VEHICLE)	01	
	MARINE PILOT	TATA TIGOR (ELECTRIC VEHICLE)	01	
	MARINE PILOT	TATA TIGOR (ELECTRIC VEHICLE)	01	

	FLOTILLA SUPDT.	TATA TIGOR (ELECTRIC VEHICLE)	01	
	FLOTILLA SECTION	FORCE TRAX TOOFAN (12 SEATER) OR EQUIVALENT	01	Not less than 2500 cc
	FLOTTILA SECTION	FORCE TRAX TOOFAN (12 SEATER) OR EQUIVALENT	01	Not less than 2500 cc
	TOTAL		10 NOS.	
CIVIL ENGINEERING DEPARTMENT	C.E.	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	DY.C.E.	TATA TIGOR (ELECTRIC VEHICLE)	01	
	B.D.M.	TATA TIGOR (ELECTRIC VEHICLE)	01	
	S.E. (LAND)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	S.E. (PIPELINE)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	S.E. (DESIGN)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N. (TD)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N. (P)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N. (H)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N. (R)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N. (CONST.)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	X.E.N. (TD)	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	TOTAL		12 NOS.	

CISF – KANDLA UNIT	COMMANDANT	TOYOTA HYRYDER OR EQUIVALENT (PETROL)	01	Not less than 1450 cc
	DY. COMMANDANT	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	ASTT. COMANDANT	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	C.I.S.F.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	C.I.S.F.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	C.I.S.F.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	C.I.S.F.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	C.I.S.F.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	C.I.S.F.	MAHINDRA BOLERO OR EQUIVALENT (DIESEL)	01	Not less than 1450 cc
	C.I.S.F.	MAHINDRA PICK UP EXTRA LONG OR EQUIVALENT (DIESEL)	01	Not less than 2500 cc
	C.I.S.F.	FORCE TRAX TOOFAN (12 SEATER) OR EQUIVALENT	01	Not less than 2500 cc
	TOTAL		10 NOS.	
COMPACT SUV (PETROL)			09 NOS.	64 NOS.
XUV 300 OR EQUIVIVALANT (PETROL)			06 NOS.	
ELECTRIC VEHICLES			14 NOS.	
MUV (DIESEL)			30 NOS.	
MUV (12 SEATER) – (DIESEL)			03 NOS.	
PICK – UP VAN – (DIESEL)			02 NOS	
Except HOD / Commandant / Dy. HOD / Dy.Commandant / Pilots, no other official is allowed to use the hired vehicle for travelling from resident to duty point and vice versa. In case, any such usage is reflected in the Log Book, the charges of such unauthorized kilometer of use will be recovered from the concerned Divisional Officer / user of DPA and CISF to whom vehicle has been allotted.				
For any exemption in this regard, a written approval of the Secretary, DPA is required and a copy of the same will be forwarded to the Contractor and Finance Department. Further,				

29. Details of Vehicles hired on “Monthly Hire” Basis for 12 Hours basis and 24 Hours basis.

NAME OF THE DEPARTMENT	CATEGORY OF VEHICLE	12 HOURS BASIS	24 HOURS BASIS
		NO. OF VEHICLES	NO. OF VEHICLES
G.A. DEPARTMENT	COMPACT SUV – 1500 CC	01	----
	COMPACT SUV - 1200 CC	01	01
	ELECTRIC VEHICLE	02	----
MEDICAL DEPARTMENT	COMPACT SUV – 1500 CC	01	---
	MUV	----	01
VIGILANCE DEPARTMENT	COMPACT SUV – 1500 CC	01	----
	ELECTRIC VEHICLE	01	----
FINANCE DEPARTMENT	COMPACT SUV – 1500 CC	01	----
	COMPACT SUV - 1200 CC	01	----
	ELECTRIC VEHICLE	01	----
	MUV	01	----
TRAFFIC DEPARTMENT	COMPACT SUV – 1500 CC	----	01
	COMPACT SUV - 1200 CC	----	01
	ELECTRIC VEHICLE	01	----
	MUV	02	04
MECHANICAL ENGINEERING DEPARTMENT	COMPACT SUV – 1500 CC	----	01
	COMPACT SUV - 1200 CC	----	01
	ELECTRIC VEHICLE	01	----
	MUV	01	05
	PICK UP VAN	-----	01

CIVIL ENGINEERING DEPARTMENT	COMPACT SUV – 1500 CC	----	01
	ELECTRIC VEHICLE	01	01
	MUV	07	02
MARINE DEPARTMENT	COMPACT SUV – 1500 CC	----	01
	COMPACT SUV - 1200 CC	----	01
	ELECTRIC VEHICLE	----	06
	MUV (12 SEATER)	----	02
C.I.S.F – KANDLA UNIT	COMPACT SUV – 1500 CC	01	----
	MUV	-----	07
	MUV (12 SEATER)	-----	01
	PICK UP VAN	-----	01
TOTAL		25 NOS.	39 NOS

30. (A) The pick up and drop in point of vehicles hired on “Monthly Basis”

VEHICLE PROVIDED TO	PICK UP POINT	DESTINATION	DROP IN POINT
HOD/Commandants	Resident	Duty place	Resident
Dy.HOD/Dy.Commandants	Resident	Duty place	Resident
Pilots	Resident	Duty place	Resident
Divisions/CISF	A.O.BUILDG.	Duty place	A.O.BUILDG.
Hospital	Will report to Port hospital Gopalpuri		

- (B) Dedicated Patrolling vehicle for C.I.S.F.

Two patrol vehicles are dedicated for the purpose of patrolling by CISF. Out of two vehicles, one vehicle at Cargo Jetty area and another vehicle at Oil Jetty area will be permanently stationed. The patrolling vehicle stationed at CJA /OJA will not be used for travelling upto OJA/CJA.

Note: No vehicle, other than designated patrolling vehicles, will be used by CISF for patrolling inside cargo jetty area, oil jetty and Tuna.

For any exemption in this regard, a written approval of the Secretary, DPA is required and a copy of the same will be forwarded to the Contractor and Finance Department.

31. All the booking of vehicles under this contract in respect of "As and When Required Basis" will be made by Nodal Officer. The contractor will not entertain any request made in this regard other than the Nodal Officer, failing which no such bill will be entertained.
32. Preparation of Vehicle Mileage Log Book.
- (i). The Vehicle Mileage Log Book has been prepared in two parts as per the format given in FORM – 14A for "Vehicle hired on Monthly Basis" and FORM – 14 B for "Vehicle hired on As and Where is Basis". The contractor and user will be responsible for filling the respective parts as well as for its correctness. In case of any dispute between the contractor and the user due to any disagreement with regard to entries made towards Point to Point Journey / kilometers etc., the disagreement may be recorded by the aggrieved party on the Vehicle Mileage Log Book narrating the point of disagreement. In this regard, the decision of Nodal Officer will be final and binding on the contractor and user.
- (ii) The contractor is required to make "point to point entries" of the journey carried out in a day and "Timing of Journey" in respect of vehicle hire on "Monthly Basis" and "As and Where basis", failing which the bill will not be entertained.
- (iii). The entries with regard to Name of Driver, "point to point journey" and "Timing of Journey" in a day should invariably mentioned in the Log Book.
- (v). Only those kilometers plied by the vehicle between the pick up to drop points shall be considered as mentioned in Clause no. 30 above.
33. For pickup and Drop at Kandla Airport / Gandhidham railway station / Gandhidham Bus Station, no separate vehicle will be provided under "As and where required basis" and instead vehicle hired under monthly hire basis will be used.

Seal & Sign of Contractor

Sr. Dy. Secretary
Deendayal Port Authority