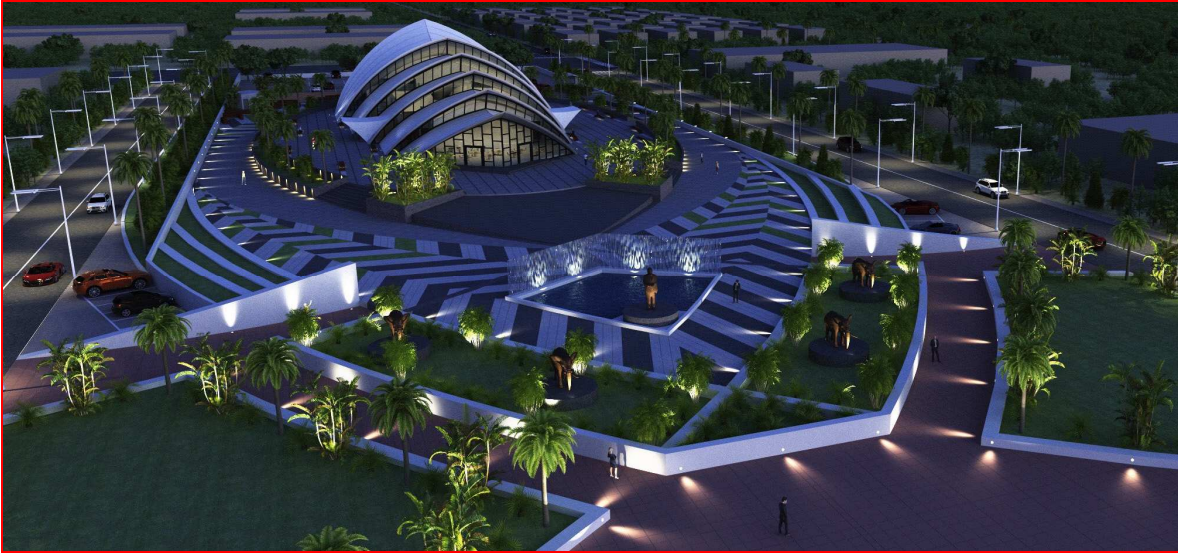


Deendayal Port Authority



E-Tender for “Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham”

Issued By

Executive Engineer (TD)
Town Development Division
ANNEXE Room No. 105 Ground Floor
Civil Engineering Department,
Administrative Office Building
Gandhidham-370201, Kutch District
Gujarat State, India
Email: tddivisionkpt@gmail.com
Mobile No. 9879514129

DISCLAIMER

1. The information contained in this Bid Document (the "Tender") or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Deendayal Port Authority (DPA) or any of their employees, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
2. This Tender is not an agreement and is neither an offer nor invitation by DPA to prospective Bidders. The purpose of this Tender is to provide interested parties with information that may be useful to them in preparing their proposal i.e. General Documents, Technical Proposal and Financial Proposal (the "Bid") pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by DPA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for DPA, its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtains independent advice from appropriate sources.
3. Information provided in this Tender to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
4. DPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DPA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way during the Bidding Process.
5. DPA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.
6. DPA may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender. DPA may also withdraw or cancel the Tender at any time without assigning any reasons thereof.
7. The issue of this Tender does not imply that DPA is bound to select a Bidder or to appoint the Selected Bidder, as the case may be. DPA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DPA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

TENDER No. 20-TD/2022

E-Tender for “Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham”

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DC-1: TENDER NOTICE

Tender No. 20- TD/2022

ONLINE TENDERING (E- Tendering)

NAME OF WORK	Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham
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E-Tender are invited on-line under TWO BID SYSTEM (Technical and Financial Proposal) by Executive Engineer (TD), DPA for those who meet the eligibility criteria are eligible for participation.

Details of the Tender Fee & Estimated Cost are as follows:

Tender Fee (In Rs.)	Estimated Cost	Last Date and time of online Submission of bid documents
Rs. 5,900=00 (i.e. 5000 + 18% G.S.T.)	N.A.	ON 09.06.2022 UPTO 16:00 HOURS

Detailed Tender Notice along with complete tender documents can be downloaded from official web-site of Deendayal Port Authority www.deendayalport.gov.in OR <https://kpt.nprocure.com> from 19.05.2022 to 09.06.2022 upto 16:00 HOURS.

Technical Bid will be opened on 09.06.2022 @ 16:30 Hours. Date of opening of Financial bid shall be notified after scrutiny & evaluation of Technical Bids. For further details and general enquiries, the prospective bidders may contact Executive Engineer (TD), TD Division, Annexe Room No 105 Ground Floor A.O. Building, Gandhidham (Kutch) – 370201. Email id: tddivisionkpt@gmail.com (Mobile No: +91-9879514129), during working hours, before the last date and time of submission of tender document. Any modification / Corrigendum, if any, will be placed on website only and shall not be released in Newspapers or any other form.

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Executive Engineer (TD)
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY
NOTICE INVITING TENDER

Details about E-tender:

Name of the Client(Authority)	Civil Engineering Department , Deendayal Port Authority
Circle/ Division	Town Development Division
Tender Notice No.	20-TD/2022
Name of work	Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham.
Contract Period	10 years (Ten Years)
Bidding Type	OPEN
Bid Call (Nos.)	ONE
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupees (INR)
Joint Venture	NOT ALLOWED
Bid Document Fee/ Tender Fees :	Rs. 5,900=00 (Rupees five thousand nine hundred only) (i.e. Rs. 5,000.00 Tender Fee + 18% GST) is to be submitted to D.P.T. in form of Demand Draft/bankers' cheque/ Pay Order in favour of “FA & CAO Deendayal Port Authority Gandhidham” , payable at Gandhidham from any Nationalized/ Scheduled Bank except Cooperative Bank.
Scope of Work	Scope of Work of agency shall be as below but not limited to: <ul style="list-style-type: none"> a. Operation and Maintenance of all equipment's, b. Maintenance of all Structures c. Sanitation and Horticulture services, d. Security Services, e. Inspection and Complaint Management, For more details refer tender document Section-2.
Eligibility Criteria:	The bidders should meet the following minimum eligibility criteria: A. Technical Eligibility Criteria: <ul style="list-style-type: none"> a. Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm in this field hospitality services for minimum period of three years i.e. registered on or before 31.03.2019. b. Bidder should have satisfactorily complete/operated & maintained similar facility having built up area minimum of 1500 sq. meters for minimum period of 1 year during preceding 5 years from the last day of the month preceding to which bids are invited. c. Bidder should be registered with the Income Tax, Goods and Services Tax, Employees Provident Fund Organization, Employees State Insurance Corporation.

	<p>d. Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted by any of the government agency as on date of proposal.</p> <p>B. Financial Capability Criteria:</p> <p>a. Bidder should have achieved Minimum Annual Average financial turnover of not less than Rs. 232.53 Lakhs (Rupees Two Crores Thirty-Two lakhs and Fifty-Three thousand only) for last three financial years, i.e. 2018-19, 2019-20 & 2020-21.</p> <p>b. Bidder, should have a positive net worth during the previous three financial years i.e. 2018-19, 2019-20 & 2020-21.</p> <p>Meaning of similar works shall be as defined in clause 1.2.3 of this Bid Document.</p>
Bid Security/ EMD (INR) :	Rs. 7,75,000/- to be submitted in form of DD/Pay Order/Bankers Cheque.
Downloading of the Tender Document	Tender Documents can be downloaded from the official web-site of Deendayal Port Authority www.deendayalport.gov.in OR https://kpt.nprocure.com
Bid Validity Period	120 Days From The Date Of Opening Of Technical Proposal
Remarks	Submission of E.M.D. Tender Fee and other Documents during office hours within 7 days from the date of opening of tender by R.P.A.D /Speed post or in person in the chamber of Executive Engineer, Town Development Division, A.O. Building, Annexe, Gandhidham (Kutch), Gujarat 370201, Telephone : (O)02836-223912.

A. Instructions:

- i. The detailed Tender document can be downloaded from <https://kpt.nprocure.com>, www.deendavalport.gov.in and <https://eprocure.gov.in/eprocure/app> from 19.05.2022 onwards till opening of bids.
- ii. Duly completed proposal along with other documents in support of eligibility criteria etc. and information as per formats given in tender **must be submitted online** latest by date and time as specified below. For details please refer the tender documents.
- iii. Bids shall be submitted online only at <https://kpt.nprocure.com>. Bidders are advised to follow the instructions provided in the "Instructions to the Bidders for the e-submission of the bids online through the n-procurement website at <https://www.nprocure.com>.
- iv. Bidders shall not tamper/modify the tender bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with Deendayal Port Authority.
- v. Intending tenderers are advised to visit DPA's website www.deendavalport.gov.in and <https://kpt.nprocure.com> and CPPP site <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/addendum/amendment.

B. Schedule of Bidding Process:

The Authority shall endeavor to adhere to the following schedule:

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	19.05.2022	'----
2.	Bid Document Download Start date	19.05.2022	'----
3.	Bid Submission Start Date	'----	'----
4.	Pre-Bid Meeting Date (through VC)	'----	'----
5.	Replies to Pre-Bid Queries	'----	'----
6.	Bid Document Download End Date	09.06.2022	16:00 PM
7.	Bid Submission End Date	09.06.2022	16:00 PM
8.	Tender Opening Date		
	a) Technical Proposal	09.06.2022	16:30 PM
	b) Financial Proposal	Will be intimated to the Technically Qualified Bidders.	

Note:

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

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

Contact Details of (n) code Solutions:

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)

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

Section – 1: Instruction to Bidders

1.1 Project Introduction

Dr. Baba Saheb Ambedkar Convention Center at Gandhidham (“Project Facility”) is a modern and integrated facility developed by Deendayal Port Authority. It has been decided that the Project Facility will be provided to schools, companies and corporate or any other agency for meetings, seminars, conferences, sports activity, banqueting and marriages etc. through an Agency.

The complex has been developed over a land of 35,400 sq.mt and encompasses a constructed area of approx. 8,900 square meter, with sub- components including seating Capacity of 1200 PACS Inside and 500 PACS outside, Reception cum Lounge, VIP Rest Room & Green Room and Open Plaza & Restaurant, facilities like videoconferencing, high definition video projection system, modern acoustics and central air-conditioning with well-equipped cafeteria.

The state of the art facilities offered at Dr. Baba Saheb Ambedkar Convention Center, are equipped with Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes HT Panels, AC Plant, Pump room, AHU, surface and basement parking facilities. For more details about the Project Facility, kindly refer Section-10 of Bid Document.

1.2 General

1.2.1 Scope of Tender

- 1.2.1.1 Deendayal Port Authority (DPA) (hereinafter referred to as “The Authority”) invites online bids for “**Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham**”.
- 1.2.1.2 The successful Bidder will be expected to carry out Operation & Maintenance for the intended period specified in the tender document.
- 1.2.1.3 The successful bidder shall become Operation & Maintenance Contractor (OMC) upon completion of contract signing formalities.
- 1.2.1.4 The Bidders are required to familiarize themselves with the local and site conditions and take them into account while preparing their proposals.

1.2.2 Authority

- 1.2.2.1 For the purpose of this tender, Authority shall mean Deendayal Port Authority (DPA), Gandhidham or any other officer Authorized by DPA.

1.2.3 Eligibility Criteria

The bidders shall meet the following minimum eligibility requirements through supporting documentation to qualify for participation in the bidding process:

Criteria	Description	Required Supporting Document
Technical Criteria		
A.	Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm in this field hospitality services for minimum period of three years i.e. registered on or before 31.03.2019.	Attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of Proprietorship/ Partnership Firm or documentary evidence in this regard.

B.	Bidder should have satisfactorily complete/operated & maintained similar facility having built up area minimum of 1500 sq. meters for minimum period of 1 year during preceding 5 years from the last day of the month preceding to which bids are invited.	Attach true copy of supporting work order, completion certificate as applicable along with duly filled Form T-4 of Section 3.
C.	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Attested copies of PAN Registration, GST Registration, EPFO Registration, ESIC Registration to be submitted along with Form T2.
D.	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted by any of the government agency as on date of proposal.	Declaration as per Form T7.
Financial Capability Criteria		
E.	Bidder should have achieved Minimum Annual Average financial turnover of not less than Rs. 232.53 Lakhs (Rupees Two crore Thirty Two lakhs and Fifty Three thousand only) for last three financial years, i.e. 2018-19, 2019-20 & 2020-21.	Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations turnover during last three financial years (i.e. 2018-19, 2019-20 & 2020-21) as per Form T2 (part B) of Section 3
F.	Bidder, should have a positive net worth during the previous three financial years (i.e. 2018-19, 2019-20 & 2020-21).	Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations profits during last three financial years (i.e. 2019-20, 2020-21 & 2021-22) as per Form T2 (part B) of Section 3

- i. Similar works means satisfactorily completed/operated & maintained the Operation and Maintenance the Auditorium or Convention Center or Institutional Campus or Exhibition Facilities or Hotels or Resorts or Leisure Recreation or Sports Complexes or Commercial Complexes or Chain of Restaurants.

1.2.4 Technical Evaluation

The Bidder who meet the minimum Eligibility Criteria as per clause 1.2.3 shall be called as **“Technically Qualified”** bidders. The Financial Bids of the **“Technically Qualified”** bidders shall only be opened by DPA for further evaluation.

1.2.5 Proposal Preparation Cost

- 1.2.5.1 Each interested party shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and its participation in the bidding process. Authority shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

1.2.6 Project Inspection and Site Visit

- 1.2.6.1 The Bidder, at the Bidder's own responsibility and risk can visit, and examine the Project Site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bidding process.

1.2.7 Only One Proposal

- 1.2.7.1 Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

1.2.8 Taxes and Duties

- 1.2.8.1 GST at the rates applicable from time to time, shall be paid by Bidder over and above the monthly rent and premium offered.
- 1.2.8.2 Any new taxes that will be made applicable during the contract period will be adjusted at actual on production of proof of remittance after taking into consideration the tax component built in the existing fees. However, before payment of such taxes the successful bidder shall obtain prior approval of the Authority.
- 1.2.8.3 The Selected bidder shall meet all legal and fiscal obligations and shall pay all lawful taxes, assessments or charges which may be levied by any tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any Government Authority, Municipality during the Contract Period.

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

- 1.3.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the State of Gujarat and Court at Gandhidham only shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.

- 1.3.1.2 The bidding under this Bid Document would be completed through e-tender.

A. Tender comprises of following two parts as briefed below –

a. Part 1: Technical Proposal

- i) The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the tender. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as **Technically Qualified**. These technically qualified bidders would only be considered for Financial Proposal evaluation.

b. Part 2: Financial Proposal

- i) Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation) will only be opened and evaluated.
- ii) The Reserve Price in **Rs. 77,51,000.00 Per Year**, has been fixed as shown in the Financial Proposal (Form F2). The Bidder has to offer premium over and above the reserve price in terms of **Yearly Rent (One Year Rent)**. Bidders have to invariably quote above the reserve price, failing which the same will not be considered valid.
- iii) Bidders quoting **Highest Yearly Rent** (i.e. Reserve Price + Premium) among technically qualified bidders shall be selected as successful bidder.

B. Proposal validity shall be as per duration specified in NIT.

- 1.3.1.3 During the Bidding Process, the applicants (the "Bidders" or "Applicants") will be requested to submit their Proposals pursuant to this tender, all the Volumes, Appendices and Addenda thereof issued by DPA as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Authority. All Proposals shall be prepared and submitted in accordance with such terms.

1.3.1.4 Authority reserves the right to reject the Proposal which does not meet this requirement. Any further extension of the Proposal **during** Validity Period shall be with the consent of the Bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this Bid Document.

1.3.2 Special Instructions for Preparation of Proposal

- i. **Language:** - The proposal and supporting documents shall be in English language unless otherwise specified.
- ii. **Currency:** - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii. All Bidders are required to submit their Proposal in accordance with the guidelines set forth in this tender document.
- iv. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the tender document. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - The bidder must physically visit the project premises to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
 - While making the proposal, the bidder must ensure that he provides all the information as sought by Authority, failing which the proposal shall be considered as non-responsive.
 - The Bidder shall also submit, along with their Proposal, a copy of this tender document bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the tender document.
- v. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
 - a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this tender document;
 - b) received all such relevant information as it has been requested from Authority; and
 - c) made a complete and careful examination of the various aspects of the Project.
- vi. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, Authority reserves the right to seek additional information/clarification from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority, the Proposal would be evaluated solely on the basis of available information.
- vii. Authority shall not be liable for any mistake or error or neglect by Applicant in respect of the above.
- viii. Authority reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.
- ix. Authority also reserves the right to withdraw the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
- x. Authority reserves the right to vet and verify any or all information submitted by the Bidder.
- xi. Notwithstanding anything stated in this Bid Document, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Authority shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.3.3 Submission of queries

Any queries or request for additional information concerning this Bid Document shall be submitted in writing or by e-mail within the time frame provided, to the officer designated as described below:

Executive Engineer (TD),
Town Development Division, Room No. 105,
Administrative Office Building, Gandhidham-370201,
Kutch District, Gujarat State, India
Email: tddivisionkpt@gmail.com , xentd2018@gmail.com
Contact: 91-9879514129

The envelopes / email subject / communication shall clearly bear the following identification/ title:

"Queries / request for additional information: E-Tender for "Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham"

The applicant shall mention the name of firm and contact details of their representative on the envelop/email while sending queries.

1.3.4 Clarification and Amendment of Bid Document

On the basis of the inputs provided by Bidders and any further discussions with any/all interested parties, which Authority may hold at its own discretion; Authority may amend the tender document. Such amendments shall be intimated in writing by Authority which will qualify as an "Addendum".

At any time prior to the deadline for submission of Proposals, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the tender document by way of issuance of an "Addendum".

The Addendums will be uploaded on the websites as mentioned in the tender document in the form of corrigendum. Each such Addendum shall become part of the tender document.

1.3.5 Applicants submission for Eligibility Criteria

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the clause 1.2.3 & 1.2.4.

1.3.6 Applicants submission for Technical Proposal

Bidders are required to submit a Technical Proposal (TP) in forms provided in Section-3 of the Bid Document.

Submission of wrong type of Technical Proposal will result in the Proposal being deemed non- responsive. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms as per Section 3.

The bidders submit the following documents required for Technical Proposal online as specified in clause 1.4 and hard copy of the same should reach the office of Executive Engineer (TD) within seven days from the actual date of opening of Technical Bid.

Forms no.	Enclosures to Technical Proposal
FORM-T1	Letter of Application
FORM-T2 (A)	Information About The Bidder
(B)	Financial Capability Criteria
FORM-T3	Power Of Attorney
FORM-T4	Experience Of Similar Works
FORM-T5	Existing Commitments
FORM-T6	Declaration
FORM-T7	Work Plan
FORM-T8	Anti-Collusion Certificate
FORM-T9	Details Of Litigation / Arbitration Cases
Section-7	Integrity Pact
Tender Fees Details	Scanned copy of the submitted Banker's Pay Order or Demand Draft for tender fees OR the copy of certificate of National Small Industries Corporation (NSIC)/MSME Certificate towards the exemption of cost of tender fee.
Tender Copy	Signed and Sealed Bid Document

1.3.7 Applicants submission for Financial Proposal

- i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Section 9) and shall be submitted online as per instructions in clause 1.4.

Forms no.	Enclosures to Financial Proposal
FORM F1:	Financial Proposal Submission Form
FORM F2:	Financial Bid

- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- iii. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.
- iv. The financial proposal shall be in the form of One Year rent quoted (in INR) and shall be exclusive of any taxes/GST that may be applicable.

1.4 Instructions to Bidders for Online Bidding

The Bidder shall submit their proposal only on Online Portal at <https://kpt.nprocure.com>. Detailed instructions to bidders for on-line proposal submission are given below.

The Bidders are required to submit soft copies of their proposals electronically on the n-procure Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the Online Portal, prepare their bids in accordance with the requirements and submitting their bids online.

1.4.1 Registration

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.

Contact Details of (n) code Solutions:

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)

1.4.2 Preparation of Bids for online submission

- a) Bidders should take into account any corrigendum/addendum to the tender document published before submitting their bids.
- b) Bidders should go through the tender advertisement/NIT and Bid Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule.

1.4.3 Submission of Bids

The bids shall be submitted online in two covers viz., Technical Proposal and Financial Proposal. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

1) Technical Proposal:

- The documents as specified in clause 1.2.3 and 1.3.6 of this Bid Document are to be signed & sealed and submitted by the Bidder.
- Signed copy of Bid Document.
- Scanned copy of document as a proof for payment of Tender Fees.
- Scanned copy of Bid Securing Declaration Form (Bid Security/EMD).

2) Financial Bid:

- The documents as specified in clause 1.3.7 of this Bid Document are to be submitted by the Bidder online only.
- a) Bidder should log in the site well in advance for bid submission so as to ensure that the bid is uploaded in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - b) The Bidder has to sign and upload the required bid documents one by one as indicated in the tender document. Each page of the bid shall be numbered.
 - c) **Bidder should submit Tender Fees & EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.**
 - d) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

1.5 Modifications/Substitution/Withdrawal of Proposals

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date. In the event of withdrawal of the proposal by bidder, the action will be taken by DPA as per the provision of Bid Document.

1.6 Opening of Proposal

Authority reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this Bid Document.

Stage 1: Opening of Technical Proposal

The Technical Proposal submitted online by respective bidders will be opened on bid due date and time.

Prior to evaluation of Proposals, authority will determine whether each Proposal is responsive to the requirements of the Bid Document. A Proposal shall be considered responsive only if:

- a. The Technical Proposal is received online in the form specified in this document;
- b. It is accompanied by the **EMD** It is accompanied by a Tender Fees (Tender Cost) as specified in NIT.
- c. It is signed, uploaded.
- d. It is accompanied by the Power of Attorney, affidavit, declaration etc.
- e. It contains all the information (complete in all respects) as requested in the Tender;

Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by Authority in respect of such Proposals.

Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.7.1 and the criteria set out in Clause 1.2.4 of this Bid Document.

Stage 2: Opening of Financial Proposal

After the technical evaluation, Authority would prepare a list of technically qualified bidders in terms of Clause 1.7.2 for opening of their Financial Proposals.

Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.7.2.

1.7 Evaluation of Proposal

1.7.1 Technical Evaluation

The Technical Proposal of bidders will be evaluated for compliance with the qualification criteria as defined in clause 1.2.3 and 1.2.4 of the Bid Document. The technically qualified bidders as per clause 1.2.4 would only be considered for Financial Proposal evaluation.

1.7.2 Financial Evaluation and Selection of Bidder

- i) Financial Proposal of technically qualified bidders (as indicated in clause 1.7.1) will only be opened and evaluated.
- ii) The Reserve Price in **Rs. 77,51,000.00 Per one Year** has been fixed as shown in the Financial Proposal (Form F2). The Bidder has to offer premium over and above the reserve price in terms of one **Year Rent (One Year rent)**. Bidders have to invariably quote above the reserve price, failing which the same will not be considered valid.
- iii) Bidders quoting **Highest One Year Rent** (i.e. Reserve Price + Premium) among technically qualified bidders shall be selected as "Selected Bidder".
- iv) In case two or more bidders quotes same One Year rent the bidder with the highest Annual Average financial turnover for last three financial years as per clause 1.2.3 (E), will be considered as "Selected Bidder".

1.8 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, Authority may take action as per tender conditions on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

1.9 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Contract Agreement (CA). The Selected Bidder shall not be entitled to seek any deviation in the Contract Agreement.

1.10 Implementation Process and Contract Period

The date on which the Work Order will be issued to Selected Bidder will be identified as the 'Commencement Date';

1.10.1 Mobilization Period

The Agency will be granted a 30 calendar days from the date of issuing of Work Order to mobilize the manpower as per the requirements stated in this Bid Document. The date on which the mobilization period gets completed and Project Facility provided to Selected Bidder for operation and maintenance will be identified as the '**Effective Date**' and monthly rent will be applicable from that date;

The Authority may request to mobilize part team on priority (if need be) during mobilization period, OMC shall extend required assistance to the Authority if such request is raised.

1.10.2 Contract Period

The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period of **10 years (i.e. 120 Months)**.

1.10.3 Payment Terms and Condition

- i. The Selected Bidder shall pay **One Year Rent (One Year rent)** to Authority as quoted in the Financial Proposal.

- ii. The Selected Bidder shall have to pay first **One Year rent** within 14 days from the date of issue of Work Order in the form of Demand Draft/Pay Order issued by any Nationalized or Scheduled Bank in favor of Deendayal Port Authority, payable at Gandhidham and for subsequent One Year rent shall be payable by the bidder within the fifteen days of next due date, failing which interest @18% per annum will be charged.

1.11 Performance Security

Security Deposit shall consist of Performance Guarantee of Rs. 50,00,000/- (fifty lakhs) to be submitted at award of work. Performance Guarantee should be submitted in form of Bank guarantee should be from any Nationalized/ Scheduled Bank except Cooperative Bank having branch at Gandhidham, or Demand Draft/Pay Order/Bankers Cheque within 21 days from the date of issue of LOA.

Failure of the Successful Bidder to comply with the requirement as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of Bid Security i.e. EMD. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Agreement.

- 1.11.1** Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

1.12 Bid Security/EMD

- 1.12.1** Earnest money Deposit (EMD) of Rs. 7,75,000/- to be submitted in form of DD/Pay Order/ Bankers Cheque.

- 1.12.2** EMD of unsuccessful bidders other than H1 and H2 be refunded immediately after ranking of price bids. Earnest Money of H2 be refunded immediately after entering in to agreement with H1 and acceptance of performance Guarantee from H1.

- 1.12.3** EMD shall be refunded suo-motto without any application from the bidders

1.12.4 Power of Attorney

- 1.12.5** The Applicant should submit a Power of Attorney in the format specified in Bid Document authorizing the signatory of the Proposal to commit the Applicant.

1.13 Proposal Validity

- 1.13.1 Bid Validity Period:** 120 Days from The Date of Opening of Technical Bid. Authority will make its best effort to complete the selection process within this period. If it becomes necessary, DPA may request the parties, in writing, to extend validity of proposals.

1.14 Conflict of Interest

- 1.14.1** Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Operation & Maintenance Contractor (OMC) under any of the circumstances set forth below:

- a. **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Authority.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

- 1.14.2** Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.15 Corrupt or Fraudulent Practices

- 1.15.1** Authority desires to observe a high standard of ethics during the procurement and execution of Agreement. In pursuance of this Clause, the Authority:

- a) will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the Bid Document in question, and will declare a bidder ineligible.
- b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this Bid Document or in the past for the purpose of this provision, the Authority defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Agreement execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of an Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition).

1.16 Prohibition against collusion amongst bidder(s)

- 1.16.1** Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall be liable to penalize as per bid document, at Authority's sole discretion. The format for Anti-Collusion Certificate has been provided in Form 9 of Section 3 of the Bid Document.

1.17 Confidentiality

- 1.17.1** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.18 Interpretation of Documents:

- i. Authority will have the sole discretion in relation to:
 - a) the interpretation of this Bid Document, the Proposals and any documents provided in support of the Proposals; and
 - b) all decisions in relation to the evaluation of Proposals.

Authority will have no obligation to explain or justify its interpretation of this Bid Document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.
- ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Agreement, the documents shall be given the following priority:
 - a) Contract Agreement,
 - b) Information and Instructions to Bidder.
- iii. Authority reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

Section 2 – Scope of Work

2.1 About the facility

Dr. Baba Saheb Ambedkar Convention Center at Gandhidham (“Project Facility”) is a modern and integrated facility developed by Deendayal Port Authority. It has been decided that the Project Facility will be provided to schools, companies and corporate or any other agency for meetings, seminars, conferences, sports activity, banqueting and marriages etc. through an Agency.

The complex has been developed over a land of 35,400 sqmt and encompasses a constructed area of approx. 8,900 square meter, with sub- components including seating Capacity of 1200 PACS Inside and 500 PACS outside, Reception cum Lounge, VIP Rest Room & Green Room and Open Plaza & Restaurant, facilities like videoconferencing, high definition video projection system, modern acoustics and central air-conditioning with well-equipped cafeteria.

The state of the art facilities offered at Dr. Baba Saheb Ambedkar Convention Center, are equipped with Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes HT Panels, AC Plant, Pump room, AHU, surface and basement parking facilities. For more details about the Project Facility, kindly refer Section-10 of Bid Document.

2.2 Facility Area

- 2.2.1 The Area where Selected Bidder will carry out the work shall include all areas with-in boundary of Project Facility includes buildings, equipments, etc. owned by the Authority, including but not limited to all built-up areas, basements, landscape and open spaces. Refer Section-10 for details of various assets and list of equipments.

2.3 Scope of Work

Unless it is explicitly restricted, the scope of work under the Contract for Operation and Maintenance Contractor (the “OMC”) for operation and maintenance of Project Facility is as below:

2.3.1 Operation Services

The operation services under the scope of work are divided into following categories namely:

- i. Providing of Project Facility
- ii. Collection of Charges from Users
- iii. Operation of Project Facility.
- iv. Sanitation & Horticulture Works
- v. Inspection and Complaint Management.
- vi. Security Services

(i). Providing of Project Facility:

- a. The Project Facility shall be allowed to the Operate and Maintain for the purpose of operations and maintenance as per terms & condition of Contract Agreement.
However, it is being clarified here that the act of granting permission to operate and maintain the Project Facility and the use of it or any part thereof shall not vest or create any proprietary interest in favor of the Operation and Maintenance Contractor(OMC) in the Project Facility or any part thereof including any permanent fixtures, fittings, etc. installed at the Project Facility.
- b. Project facility shall be permitted to use to the OMC in its present condition on “as is where is basis” on payment of ‘Security Deposit’ and first **One Year rent** in advance.
- c. The project facility shall not be put to any purpose/use other than for managing, maintaining and

operating the facility as per the contract agreement failing which the contract will be liable for cancellation of agreement at the risk, responsibility and cost of the OMC.

- d. The ownership of the project facility shall always and at all-time vest and deemed to vest with Authority.
- e. **The Project Facility shall not be transferred by the OMC to any third party either by way of sub-license, sublet, assignment or any other means.**

(ii). Collection of Charges from Users of Project Facility:

- a. It is a responsibility of OMC to make necessary arrangement for granting of permission to users for using of the Project Facility on rent/charges/user fee basis.
- b. Charges/Rent/Fees etc. for using of facility shall be fixed by OMC based on market condition.
- c. The OMC shall submit monthly details of users and revenue collected from Project facility thereof to Authority.
- d. All taxes, duties, levies, GST etc. as applicable would be collected by the OMC from the users of Project Facility and will be paid to the respective Government agency by him. The OMC shall give a Quarterly certificate to the Authority that upon the revenue earned by him as booking or Users charges or any fees, GST or any other taxes have been paid by him and no GST or other taxes are payable by Authority.

(iii). Operation of Project Facility

- a. The OMC shall ensure day to day unhindered running of the entire facility.
- b. Cost, charges and expenses incurred for operating, managing and maintaining etc. of Project Facility during contract period shall be borne by OMC.
- c. The OMC shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, HVAC, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.
- d. The OMC shall be responsible for operating and maintaining the Building Management System (BMS) in a fully functional, fully enabled manner.
- e. The OMC shall ensure complete safety of the Project Facility and users of the Project Facility in all respect.
- f. The OMC shall be allowed to undertake any alteration/addition to the existing structure during the period of contract. However, the OMC operator can erect temporary structures such as shamiana, sheds, stages, village huts (bhungas) etc.
- g. The OMC shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to the resident/public in the vicinity of the Project Facility.

(iv). Sanitation and Horticulture Works:

The OMC shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Perform cleaning and upkeep of all furniture's & fixtures, equipment's etc. in the project facility as per the approved SOP/Manual.
- iii. Perform periodic cleaning of facades, structure at entrance, external claddings, roofs etc. at all heights (internally and externally).
- iv. Deploy equipment's for cleaning and shall be responsible for maintaining these at all time. All costs for purchase/repair/spares/maintenance etc. for these equipment's will be borne by OMC.
- v. Responsible for the safekeeping of these equipment's at the project facility and shall not take out this equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, OMC shall arrange to provide alternate equipment for the ProjectFacility.

- vi. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- vii. Clean all water tanks and disinfects specially before start of rainy season.
- viii. Entrances, service areas, parking areas, paving, paths, grounds, lawns, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.
- ix. Disposal of garbage waste outside the premises as per the standards and directions provided by Municipality.
- x. The OMC shall be responsible for ensuring proper maintenance and upkeep of all horticulture works.
- xi. OMC shall provide seasonal plants and seasonal flowers as deemed fit by the OMC to maintain the horticulture/landscape as per the satisfaction of Authority
- xii. OMC has to pay charges towards Electricity, Water and Sanitation Facility, Utility Bills etc. timely at his own cost for successful running of Project facility and submit the copy of receipt to Authority. During the contract period, if Authority find that OMC have not paid above charges, then Authority shall recover the charges from Performance security of OMC and shall pay to concerned authority.
- xiii. Conduct yearly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Authority.
- xiv. However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the Authority.

(v). Inspection & Complaint Management:

- i. At all-time the OMC shall allow full access to the authorized representative of Authority to inspect the Project Facility.
- ii. The direction issued by Authority shall be rectified and attended the same if it not rectified/attended within time then penalty as per Contract Agreement will be levied by Authority.
- iii. OMC shall create complaint management systems for facilitating complaint raising by facility users and enabling easy monitoring by the Authority.

(vi). Security Services

The activities and responsibilities of OMC for Security of Project Facility shall be as under:

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- b. Prevent entry of stray animals like cow, dogs etc.,
- c. Providing of round, the clock security Guards in the Project Facility,
- d. Hand held metal detectors should be provided to Security Guards for checking and frisking of users as well as their carry bags,
- e. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check.
- f. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- g. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- h. Only physically fit Security Guards/Supervisors shall be deployed by OMC with proper clean uniform, badges and photo identity cards as per laid down rules for Private Security Agencies.
- i. OMC shall bear all the expenses incurred on Security Services.
- j. However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the Authority.

2.3.2 Maintenance Services.

The OMC shall be responsible for maintenance of Project facility and for rendering the services as per the terms and conditions stipulated in this document. The OMC shall be liable to perform / undertake following services:

- a. Preserving the project, its equipment's and assets as per the satisfaction of the client
- b. Day to day repairs/service of the facilities
- c. AMC of all equipment's shall be procured by the OMC during the contract period, as deemed necessary by the OMC, at their own cost for preservation of all project equipment's.
- d. Keep the Inventory of all spares and consumables required for the unhindered operation and maintenance of the facility and update on weekly basis.
- e. Annual Building Survey and prepare program for Repairs and submit action plan to Authority.
- f. However, the services as defined above is not limited to or exclude any item in the scope of work that is to be covered for preserving the project and delivering the services as per the satisfaction of the Authority.

2.3.3 Deployment of Minimum manpower:

- i) The OMC shall have the following minimum manpower to efficiently and effectively manage the Project facility:

SN	Description	Qty
1	Sweepers	4
2	Electrician cum Technician	1
3	Security Supervisor (24 x 7 Hour basis)	3
4	Security Guard (24 x 7 Hour basis)	9
5	HVAC operator	1
6	Administrative staff clerk, manager	2

Above minimum manpower's are tentative. However, OMC shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the OMC services at its own cost as per the satisfaction of the Authority.

Section 3: Technical Proposal

- 3.1** Bidders need to submit all required information with supporting documents as per Form T1 to T10 and as per instructions provided in this Bid Document.
- 3.2** Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- 3.3** Incomplete bids shall be summarily rejected.
- 3.4** The language for submission of application shall be English.
- 3.5** Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupee only.
- 3.6** If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- 3.7** If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

FORM-T1: LETTER OF APPLICATION

(Note: On the letterhead paper of the Bidder including full postal address, telephone no., fax no., telex no. and cable address.)

[Location, Date]

To,
Executive Engineer (TD)
Town Development Division
Room No. 105 GF, Annexe
Administrative Office Building
Gandhidham-370201, Kutch District
Gujarat State, India
Email: tddivisionkpt@gmail.com

Sub: Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham.

Dear Sir,

With reference to your E-Tender No. _____ dated _____, I/we [Name of Individual Bidder], having examined all relevant documents and understood their contents, hereby submits our Technical and Financial Proposal for “**Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham.**”

1. We state that our proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Assignment.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - a. I/We have examined and have no reservations to the BID Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with the prescriptions in the Bid Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Bid Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor, without incurring any liability to the Bidder in accordance with the Bid Document.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
8. I/We declare that, we shall not engage the services of any Sub-Contractor/Sub- Agency for the purposes of discharging entire obligation under the Contract.
9. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Contractor or in connection with the Bidding Process itself in respect of the above mentioned Project.

10. I/We agree and understand that the proposal is subject to the provisions of the Bid document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
11. I/We agree to keep this offer valid for 120 (One hundred and Twenty Days) days from the Proposal Due Date specified in the Bid Document.
12. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
13. In the event of my/our firm being selected as the Contractor, I/we agree to enter into an Agreement in accordance with the form which shall be provided by Authority. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
14. I/We have studied this Bid Document and all other documents associated with this Bid Document carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Bid Document, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Public Procurement Process including the award of works.
15. The Financial Proposal is being submitted online only. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
16. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the BID Document.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: Name of Firm: Address:

FORM-T2: INFORMATION ABOUT THE BIDDER

A. **BIDDER'S ORGANISATION**

1. **Title of Work:**

Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham.

2. State the Status of the Bidder's Organization namely Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, etc.

3. **State the following:**

- a) Name of Company or Firm:
- b) Country of incorporation:
- c) Registered address:
- d) Year of Incorporation:
- e) Year of commencement of business:
- f) Principal place of business:
- g) GST Registration Number:
- h) PAN Number:
- i) Brief description of the Company including details of its main lines of business:

4. Details of authorized signatory of the Bidder:

- a) Name:
- b) Designation:
- c) Company:
- d) Address:
- e) Phone No.:
- f) Fax No. :
- g) E-mail address:

5. *Details of individual (s) who will serve as the point of contact / communication for AUTHORITY within the Company*

- a) Name:
- b) Designation:
- c) Address:
- d) Telephone No.
- e) E-mail address:
- f) Fax No.

6. Bidders shall enclose copy of EPF, ESI and Labor License;

7. Checklist of Technical forms

Forms no.	Title	Submitted (Yes/No)	Pg. No. of Bid Proposal
FORM-T1	LETTER OF APPLICATION		
FORM-T2(A)	INFORMATION ABOUT THE BIDDER		
(B)	FINANCIAL CAPABILITY CRITERIA		
FORM-T3	POWER OF ATTORNEY		
FORM-T4	EXPERIENCE OF SIMILAR WORKS		
FORM-T5	EXISTING COMMITMENTS		
FORM-T6	DECLARATION		
FORM-T7	WORK PLAN		
FORM-T8	ANTI COLLUSION CERTIFICATE		
FORM-T9	DETAILS OF LITIGATION / ARBITRATION CASES		
FORM-T10	INTEGRITY PACT		
Tender Fees Details	Scanned copy of the submitted Banker's Pay Order or Demand Draft for tender fees OR the copy of certificate of National Small Industries Corporation (NSIC)/MSME Certificate towards the exemption of cost of tender fee.		
Tender Copy	Signed and Sealed Bid Document		

We understand that in case we do not submit required information in given formats along with supporting documents, Authority may treat our proposal as non-responsive.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory:

Name of Applicant Firm:

B. FINANCIAL CAPABILITIES OF APPLICANT

All individual firms are required to complete the information in this form. The information supplied shall be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed.

Name of Applicant

FINANCIAL CAPACITY OF APPLICANT

S. No.	Financial Year	Turnover	Net Worth	Profit
(1)	(2)	(3)	(4)	(5)
1.	2018 - 2019			
2.	2019 - 2020			
3.	2020 - 2021			
Certificate from the Statutory Auditor				
<ul style="list-style-type: none"> ▪ This is to certify that (name of the Applicant) has received the payments shown in column 3 above against the respective years on account of providing operation and maintenance services, sanitation of building and open area, security services for the complex, horticulture, waste management etc. and has net worth as shown in column 4 above. 				<ul style="list-style-type: none"> ▪

Note: *In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Applicant.*

FORM-T3: POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for E-Tender for **“Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham”**.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney
(Name, Title and Address of the Attorney)

Attested Executant

Notes:

1. To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**FORM-T4: EXPERIENCE OF SIMILAR WORKS/
SIMILAR PROJECTS**

Name of Bidder

A. Experience of Bidder for Similar Works with minimum built up area of 1500 sqm

S. No	Name of Work	Name of Client with address and contact numbers	Date of Award of work	Date of completed work/ Duration of Operated & maintained work	Period of Contract	Total built up area of the Work	Total cost of work (in INR Crores)	Description of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

#The Bidder should provide details of only those projects undertaken by the Bidder directly or where the Bidder has more than 26% stake in the total fee received in case executed in partnership/joint venture/ consortium.

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that the information contained in Column 8 above is correct as per the accounts of the Bidder and/or the clients.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

FORM-T5: EXISTING COMMITMENTS

Current Contract commitments / works in progress

Name of the Bidder:

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

S. No.	Name of the contract, Location and Nature of the work	Percentage and amount of participation of firm in the Project/Work	Percentage and amount sub-contracted by the firm	Name and Address of Client (including Tel./ Fax, Email no.)	Contract value	Length of the Project/ Work	Stipulated date of completion	Value of outstanding work	Estimated completion date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1									
2									
3etc									

FORM-T6: DECLARATION

(To be executed on bidder's Letter Head)

To: _____

(Project title)

Ref: _____

The undersigned, having studied the qualification submission for the above mentioned tender, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Authority may inform us to participate in due time for the opening of Financial Proposal of the Tender on the basis of provisions made in the Tender Proposal to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required qualification data format and all other documents and supplementary information required for the qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned/black-listed/de-listed by any Central / State/Public govt. Agency/PSUs.
- (g) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date: _____

Place: _____

Name of Applicant: _____
Represented by (Name & capacity)

FORM-T7: WORK PLAN

Applicant shall submit their work plan and **Standard Operating Systems** for the required services.

FORM-T8: ANTI COLLUSION CERTIFICATE

(on letterhead of Applicant)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the Proposal was necessary to obtain premium quotations required for the preparation of the Proposal

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i) (a) or (i) (b) above.

2. We further certify that the principles described in paragraphs 1 (i) and (ii) above have been or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or material connected with the Proposal and any contract entered into with such sub-contractors, suppliers, or associated companies will be made on the basis of compliance with the above principles by all parties.

3. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Procuring Entity (Authority), that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any persons or any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the work" means the work in relation to which this Proposal is made.

Dated this.....Days of.....2021.

Name of the Bidder.

Bidder.....

Signature of the designated person.....

Name of the designated person.....

Date of receipt of Bid Documents.....

FORM-T9: Details of Litigation / Arbitration cases

Details of Litigation / Arbitration cases resulting from the contracts executed by the bidder in the past or currently under execution (Details of both completed as well as Ongoing Litigations & Arbitrations may be furnished)

Year	Ongoing / completed	Name of the Court where pending	Name of Client	Main Cause of Litigation / Arbitration	Disputed Amount	Actual Awarded Amount

**Signature of the Authorized Signatory
of the bidder (with seal)**

Name :

Designation :

Date:

Place.

Section – 4: General Conditions of Contract

4.1 Definitions

Terms which are defined herein may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms:

- i. **“Authority”** means the Deendayal Port Authority (DPA) with whom the Selected Bidder signs the Agreement for the work.
- ii. **“Assignment”** means the work that the Operation & Maintenance Contractor shall perform pursuant to the Contract Agreement.
- iii. **“AMC”** means Annual Maintenance Contract.
- iv. **“Bid Document”** means E-tender for “Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham” including all related attachment(s), amendment(s) and corrigendum(s).
- v. **“Capital Asset”** are core assets installed by the Authority in Project facility
- vi. **“Commencement Date”** means date as defined in Clause no. 1.10 of Bid Document.
- vii. **“Contract Period”** is the period commencing from the Effective Date for the duration as defined in Clause 1.10.2 of Bid Document.
- viii. **“Contract Agreement”** or **“Contract”** or **“Agreement”** or **“CA”** means agreement signed between Authority and Selected Bidder.
- ix. **“Effective Date”** means date as defined in clause no. 1.10.1 of Bid Document.
- x. **“Mobilization Period”** means period as defined in clause 1.10.1 of Bid Document.
- xi. **“Operation & Maintenance Contractor”/ “OMC”/ “Agency” / “Contractor”** means the selected bidder who has completed the agreement signing formalities with the Authority for **Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham** in accordance with the terms & conditions of the Contract Agreement.
- xii. **“Project Facility”** or **“Project Facility Area”** or **“Facility Area”** means the premises as defined in Section-2 of Bid Document.
- xiii. **“Scope of Work”** means the providing services as per scope of work defined Section-2.
- xiv. **“Selected Bidder”** shall be as defined in clause 1.7.2 of Bid Document.
- xv. **“User Fee”** means all charges, costs, fees, tariff, rentals and other amounts by whatever name called, payable to OMC by the users or any other Person, etc. pursuant to this Agreement, for the purpose of rendering of services and utilisation of the Project Facility by such users, or other Persons, at any time and from time to time.

4.2 Sub-contracting

- 4.2.1 The OMC shall not sub-contact any portion of work.

4.3 Materials, Machinery & Equipment

- 4.3.1 The OMC shall arrange and supply at his own cost all material, machinery, equipment and temporary works requisite or proper for effective execution of the assignment.

4.4 Labour

- 4.4.1 The OMC shall, make his own arrangements for the engagement of all staff and labour or other, and for their payment, housing, feeding and transport.
- 4.4.2 The OMC shall, if required by the Authority, deliver to the Authority a return in detail, in such form and at such intervals as the authorized representative of Authority may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as

the Authority may require.

4.5 Compliance with Labour Regulations

- 4.5.1 During continuance of the contract, the Contractor shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- 4.5.2 The Contractor shall keep the Authority indemnified in case any action is taken against the Authority by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments. If any on the part of the contractor, the Authority shall have the right to deduct any money due to the OMC including his amount of performance security. The Authority shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority.
- 4.5.3 The employees of the OMC in no case shall be treated as the employees of the Authority at any point of time.

4.6 Insurance against accident

- 4.6.1 The OMC at his cost shall indemnify and keep indemnified the Authority against all damages or compensation payable by Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the OMC and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Authority shall be at liberty to deduct or adjust from the OMC's dues any amount that Authority may be called upon to pay toward claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the OMC.
- 4.6.2 The OMC shall insure against such liability with the General Insurance Corporation of India or other insurance company approved by the Authority and shall continue such insurance during the whole of the time that any persons are employed by him and shall when required produce to the Authority or the Authority's Representative such policy of insurance and the receipt for payment of the current premium provided always that in respect of any persons employed by any OMC obligations to insure as aforesaid under this sub-clause shall be satisfied if the OMC shall have insured against the liability in respect of such persons in such manner that the Authority is indemnified under the policy but the OMC shall require to produce to the Authority or the Authority's Representative when required such policy of insurance and the receipt for payment of the current premium.
- 4.6.3 If the OMC shall fail to effect and keep in force the insurance referred to above the Agreement will be liable to be terminated and the OMC will be responsible to the Authority for the damage thereby incurred by him.

4.7 Safety

- 4.7.1 The OMC shall be responsible for maintaining the safety of all activities on the site.
- 4.7.2 In respect of all labour directly or indirectly employed in the work for the performance of the OMC's part of this contract, the OMC shall at his own expense arrange for the safety provisions as per Government guidelines framed from time to time and shall at his own expense provide for all facilities in connection therewith.

4.8 Payment Terms and Conditions

- i. The Selected Bidder shall pay **One Year Rent (One Year rent)** to Authority as quoted in the Financial Proposal.
- ii. The Selected Bidder shall have to pay first **One Year rent** within 14 days from the date of issue of Work Order in the form of Demand Draft/Pay Order issued by any Nationalized or Scheduled Bank in favor of Deendayal Port Authority, payable at Gandhidham and for subsequent One Year rent shall be payable by the bidder within the fifteen days of next due date, failing which interest @18% per annum will be charged.

4.9 Manuals & Registers

- 4.9.1 The OMC shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.
- 4.9.2 If the OMC does not submit the asset register at the end of the contract period or they do not receive the Authority's approval, the Authority reserves the right to withhold the Performance Security and recover the any amount due from Performance Security.
- 4.9.3 The OMC shall Prepare and submit the Standard Operating Procedures(SOP) as per CPWD or government guidelines for operation and maintenance of buildings etc. for smooth functioning of the operation and maintenance services, within 30 days of commencement of agreement, to Authority for approval.

4.10 Force majeure

Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

(A) Non-Political Events

- (a) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- (b) Radioactive contamination, ionizing radiation
- (c) Pandemic, Epidemic, famine.
- (d) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- (e) Strikes or boycotts or industrial action or any public agitation of any kind;
- (f) Any event or circumstances of a nature analogous to any of the foregoing.

(B) Political Event

- (a) Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Agreement cannot be applied;
- (b) Expropriation or compulsory acquisition by any Authority of the Project Facility or part thereof or any material assets or rights of the OMC; provided the same has not resulted from an act or default of the OMC or such person;

4.11 Performance Security

- 4.11.1 Within 21 days of receipt of the Letter of Acceptance, the OMC shall deliver to the Authority a Performance Security [to cover the amount of damages and/or the compensation of the breach of contract or Penalties] in any of the forms given below for an amount equivalent to Rs. 50,00,000/- (Rupees Fifty Lakhs Only) as stipulated in the conditions of contract.

Performance Security should be submitted in form of DD/BC/PO or Bank Guarantee issued by Nationalized/Scheduled Bank having its branch at Gandhidham within 21 days from the date of issue of LOA. Failure of the Selected bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification apart from forfeiture of EMD.

- 4.11.2 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Agreement.
- 4.11.3 Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

4.12 Appropriation of Performance Security

- 4.12.1 Performance Security submitted by the OMC shall be forfeited if the OMC fails to commence operations & maintenance as per the requirements of this Bid Document.
- 4.12.2 In the event the OMC fails to perform any or all its obligations under the Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Selected Bidder.
- 4.12.3 Upon occurrence of a OMC Default or failure to meet any condition as per the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Security as Damages for such OMC Default. Upon such appropriation from the Performance Security, the OMC shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- 4.12.4 Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the OMC shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the OMC Default, and in the event of the OMC not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

4.13 Release of Performance Security

Performance Guarantee will be refunded immediately not later than 3 months from the date of satisfactorily handing over the premises with all assets back to DPA and payment of all the dues pertaining to the premises like Electricity Charges, Water charges, Municipality taxes and other levies etc. and discharge of all liabilities by successful bidder connected with the contract.

4.14 Default:

The following shall constitute the event of default by the Operation & Maintenance Contractor(OMC): -

- 4.14.1 if at any time any payments, assignments, charges, lien or damage herein specified to be paid by the OMC shall remain in arrears and unpaid for a period of 60 days, or
- 4.14.2 if OMC is adjudicated to be as bankrupt or become insolvent; or
- 4.14.3 if the OMC assign or sublet the Project Facility or any portion thereof without DPA's permission; or
- 4.14.4 if the OMC fails to provide necessary repairs and maintenance to the project facility as per the condition of the Contract Agreement; or
- 4.14.5 change in the control of OMC arising for sale, assignment, transfer or other disposition of capital stock in the OMC; or
- 4.14.6 if the OMC through any of its employees, by taking advantage of their free access to the Project facility, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Project facility; or
- 4.14.7 if the OMC shall do any act or thing thereby causing harm to the said Project facility's or its interest, the OMC's allotted premises therein shall be distrained, attached, seized.

4.15 Termination

- 4.15.1 In the event of default, the OMC shall be informed in writing by the Authority of any alleged violation the OMC may have committed; giving the notice period of 30 days from the date of receipt of such written communication to clarify, explain or commence to rectify such alleged default. Thereafter the Authority may in the event of such clarification, explanation or rectification, not being found satisfactory proceed to take necessary action to suspend, cancel or terminate the agreement;
- 4.15.2 Upon termination of agreement, in the event of default by the OMC, the Authority shall have right to enter upon the project facility and to take the possession thereof and bring suit/s for and collect all due payments of obligations which may have accrued up to the time of such termination and re-entry and forfeit the Security Deposit and the One Year rent for the remaining period paid in advance.

4.16 Earlier Termination:

- 4.16.1 The work is awarded by the Authority to the OMC upon the condition that the OMC shall perform each and every term and condition set-forth in the terms and conditions of the Agreement. In case of violation of any of such condition by the OMC, Authority shall after giving one months' notice may terminate the agreement, forfeit all the security deposits and the **One Year rent** for the remaining period in advance. However, the OMC cannot terminate the agreement during currency of the agreement.

4.17 No compensation on expiry of Contract Period:

- 4.17.1 No compensation whatsoever shall be payable by the Authority to the OMC on the expiry of the contract period.

4.18 Peaceful possessions of Project facility on expiry of contract period or on termination of agreement:

- 4.18.1 The OMC, on the expiry of contract period or on termination of the agreement, shall hand over the Project facility to the Authority in the same condition as it was at the time of providing of the project facility to OMC.

4.19 Extension/Renewal of Contract

- 4.19.1 The extension or renewal of the contract in terms of increase in duration of contract or addition in scope of work, if required by the Authority may be considered taking into account the performance of the OMC. However, Authority is not bound to consider any such extensions.
- 4.19.2 The extension or renewal of the contract shall be as per the terms as approved by the Authority.

4.20 No interest payable:

- 4.20.1 No claim for interest from the OMC will be entertained by the Authority in respect of any deposits or with respect to any moneys or balances which may be in the hands of the Authority owing to any dispute between the Authority and the OMC, or with respect to any delay on the part of the OMC in making payments or otherwise.

4.21 Contractor's Employees:

- 4.21.1 The Contractor's employees shall be healthy (free from any illness) and competent to carry out the job. The Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the DPA property / person. The Contractor will be solely liable for all matters of any indiscipline, theft, indecent behavior, official misconduct, loss or damage to any DPA person / property at the project facility.
- 4.21.2 The DPA shall be at liberty to object to and require the Contractor to remove forthwith from the work any person employed by the Contractor in connection with the operation or maintenance of the facility who in the opinion of the DPA misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the DPA to be undesirable and such person shall not be again re-employed. Despite of direction from Authority for removing of such person, he is not removed by the Contractor then action will be taken by authority as deemed fit.

4.22 Obligations of Operation, Maintenance Contractor (OMC)

4.22.1 General

A. Standard of Performance

The OMC shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The OMC shall at all the times support and safeguard the Authority's legitimate interest in any dealings with the other parties.

B. Law governing Services

The OMC shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of OMC, comply with the Applicable Law.

C. Conflict of Interest

The OMC shall hold the Authority's interests paramount, without any consideration for future works, and strictly avoid conflict with other assignments or their own corporate interests.

a. OMC not to benefit from commissions, discounts, etc.

- i. the OMC shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the OMC shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
- ii. Furthermore, the OMC shall comply with the Authority's applicable procurement guidelines for procurement of goods, works or services.

b. OMC and affiliates not to be otherwise interested in Project

The OMC agrees that, during the term of this Contract and after its termination, the OMC and any entity affiliated with OMC, shall be disqualified from providing goods, works or services resulting from or directly related to the OMC for the implementation of the project.

c. Prohibition of conflicting activities

The OMC shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

D. Confidentiality

Except with the prior written consent of the Authority, the OMC and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract period, nor shall the OMC and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

E. Liability of the OMC

Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected OMC arising out of or relating to this agreement will be to the extent of the agreed Security Deposit submitted by the Contractor.

The liability of the OMC shall be as per the scope of work defined in Section-2 of Bid Document.

4.23 Obligation of The Authority

4.23.1 Assistance and exemptions

Authority shall assist the OMC and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work. Such assistance shall not be considered as Authority's obligation.

4.23.2 Access to Land

Authority warrants that OMC shall have, free of charge unimpeded access to all land at Project Facility in respect of which access is required for the performance of the Services. The OMC will be responsible for any damage to such land or property thereon resulting from such access or such damage is caused by default or negligence of OMC or Personnel or any affiliate of them.

4.23.3 Statutory and regulatory compliances

Procurement or renewal of statutory and regulatory compliances related to Authority's assets shall be done by the Authority. Authority may seek advice from OMC for such procurement or renewals.

4.24 Accounting, Inspection and Auditing

The OMC shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorized representatives of Authority to inspect the firm's account and records related to the performance of the firm, if so required by the Authority.

4.25 Documents Prepared by the firm to be the Property of Authority

2.1 All plans, drawings, specifications, designs, reports correspondence and other documents prepared by the OMC in performing the Services shall become and remain the property of the Authority, and the firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. The firms shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Authority.

4.26 The OMC can rent the room amenities available in the premises.

4.27 The food court/cafeteria can be run by the OMC in such a way that it can generate revenue .

Section – 5: Special Conditions of Contract.

- 5.1** The Authority shall allow the selected bidder hereafter referred as the Operation & Maintenance Contractor (OMC) to operate and maintain the Project facility for the period of Ten (10)Years.
- 5.2** The OMC shall operate and maintain the Project Facility as per the scope of work.
- 5.3** The OMC shall depute minimum manpower as per the scope of work mentioned at Section-2.
- 5.4** The OMC shall not give preference to any user and will allow the facility strictly on “First come first Use” basis.
- 5.5** The OMC shall permit the Authority or any person authorized by the DPA to enter upon and inspect the said premises and to call for any information relating to the Project facility maintained by the OMC in this behalf.
- 5.6** The OMC shall be responsible for observances of all rules and regulations laid down, or as may be laid down, hereafter from time to time by DPA in this behalf.
- 5.7** The OMC shall intimate the names and addresses of the manager/responsible person, along with their mobile phone who will be always available at site for receiving any instructions, notice, etc. before using and during the possession of the site. The OMC shall also keep an instruction book at facility for receiving instructions from Authority. The OMC shall endeavor to have good behavior with the facility users and prevail upon its personnel to have polite & good behavior with the users and public at large.
- 5.8** The OMC will display hoardings, advertisement at facility for earning charges.
- 5.9** The OMC shall carry on the work of fulfillment of his/their obligation undertaken by them as per agreement. The OMC shall be responsible totally for all activities on facility including those of their employees temporary or otherwise. The OMC shall also be held responsible for any misbehavior over charging or illegal activities etc. done by them or their employees during manual operation of site.
- 5.10** The OMC shall keep the Authority, harmless and indemnified from and against all losses, suits, damages, costs, charges and claims, and demand, whatsoever including claim under the Workmen’s Compensation Act, 1924, their Officer or servants may sustain incur or become liable to pay by reason of any consequences of any injury to any person or to any property either belonging to the DPA whether resulting directly through any accident or otherwise to life or property. The OMC shall submit the copy of workmen’s compensation insurance policy, Third party insurance of min. 5 lakh, and OMC’s all risk policy for the contract period to the Authority.
- 5.11** Nothing herein contained shall be construed as conferring upon the OMC any rights, over the project facility or creating or transferring any interest in the said premises in favors of the OMC.
- 5.12** It will be mandatory on the part of OMC to operate & maintain project facility till the date of expiry once it is allotted. If OMC discontinue to operate & maintain of project facility on his own, for one or the other reason, the security deposit & rents for remaining Contract period till any other alternate arrangement made by the DPA will be recovered.
- 5.13** In the event of breach of following default or any of the terms and conditions of this agreement by the OMC, the Authority shall be at liberty to revoke contract within 30(thirty) days’ notice or penalty will be imposed in case of such observation / default.
- a.** Committed breach of any of the terms of contract or
 - b.** Has failed to comply with the instruction issued by DPA or its authorized officer or
 - c.** Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the Contract or
 - d.** Non-courteous rule behaviour with the Users/customers or
 - e.** In case the OMC is found subletting or transferring the benefits and the privileges of the agreement hereby granted or any part thereof or any interest therein to any person or persons without the approval of DPA, his agreement will be terminated.
- 5.14** **Deduction for Non-Performance or on account of breach:**

5.14.1 Subject to the terms and conditions mentioned in the Contract, any deficiency by the OMC in the performance of its delivery obligations, shall render him liable to pay following penalties:

Deficiency / Non-functioning of following Equipments	Charges/penalty per day or part thereof will be levied in addition to Yearly Rent
Any equipments & machinery	1% of the Yearly Rent

5.14.2 In case of repetitive instances of non-performance regularly, the Authority may take necessary action for termination of Contract and forfeiture of Performance Bank Guarantee after issuing a maximum of one months' notice.

5.15 Penalty Rate for various defects and non-compliance of contract conditions shall be as under:

S. No.	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
1.	Cleaning services as per the scope of work of all the premises in the project facility.	Once / Day	1 Day	500 / Day
2.	Cleaning of External surface including glass façade, external building surface, structure at entrance plaza at all heights.	Once a Month	1 Day	500 / Day
3.	Cleaning of all Carpets, Sofas, Chairs etc.	As per Manufacturer recommended methods and intervals.	Compulsory	500 / Day
4.	Cleaning and disinfection of all water tanks, water lines, drainage lines etc.	Once in a Month	1 Day	1000 / Day
5.	Pest Control	Once in a Month	1 Day	1000 / On repeated non-compliance.
6.	Removal and replacement of damaged fixtures, equipments etc.	-	Compulsory	500 / Day
7.	De-weeding work for lawn areas with required equipment including all cutting, trimming, making good in levels.	Daily	Compulsory	100 / Day
8.	Making kyaries, mulching for trees, shrubs & ground covers at kyaries, mixing of manure for trees and grassing if required.	Daily	Compulsory	100/Day
9.	Manual watering.	Whenever Required	Compulsory	100 / Day
10.	Replacement of damaged grass, trees and shrubs.	Whenever Required	Compulsory & immediately	100 / Day
11.	Anti-termite treatment for damages leaves and branches.	Whenever Required	Compulsory & immediately	100 / Day

S. No.	Service Level Requirement	Minimum Requirement	Non-Compliance Limit	Penalty Rate (INR)
12.	Painting inside outside as per approved paint on grills, fencing & all service / entry gates & gate columns.	1 Time / 6 Month	1 Month	1000 / 15 Days
13.	Electric fixtures maintenance or replacement if found damaged all complete	Immediate	Compulsory	As Per twice The Market Rate of Damaged Fixture Or 1000 / Day whichever is higher
14.	The Security Guard / Attendant not in Uniform / Identity Card	As and when noticed	Immediate	Rs. 500 per occasion
15.	Suggestions / Complaint Book / Required Registers are not maintained at site.	As and when noticed	Immediate	Rs. 500/- per incident
16.	Shortfall in deployment of minimum manpower described in the agreement	As and when noticed	Immediate	Rs.500/- per person per day

- 5.15.1 The OMC shall pay penalty amount + applicable GST mentioned above within 7 days of issue of penalty memo failing which same will be recovered from security deposit. No further correspondence will be entertained in this respect.
- 5.16** The OMC shall be responsible for the timely payment of wages to the staff employed by him as provided in the minimum wages Act, and other acts/regulations in force time to time.
- 5.17** The OMC will not be entitled to any refund, rebate or requisition in Yearly Rent or any account whatever including strikes, lockout, non- availability of facility on account of repair or maintenance work and the OMC shall be liable to pay the Yearly Rent in advance as per terms and conditions.
- 5.18** The OMC shall be responsible for the safe custody of the Project Facility during the contract period. In case of theft, damages losses, loss to User etc., the OMC shall make well the loss to the Authority or User of the facility and the decision of the Authority in this regard shall be final and binding upon the OMC. In the event of the failure of the OMC to make the good loss, the amount will be recovered from the security/performance deposit.
- 5.19** The OMC shall employ staff only after he gets the character and antecedents verified of the person(s) to be appointed by him and shall submit the same in original to the Authority.
- 5.20** That the OMC providing their staff should abide by rules of labour law, etc. Any dispute arising in the court will be the responsibility of the Contractor.
- 5.21** That the OMC will indemnify the DPA for implementing all labour court decision. Any complaint by their staff deployed at facility shall be passed on to the OMC to settle the same.
- 5.22** That the OMC shall submit a Certificate, when submitted yearly Rent to the effect that the payment has been made to the employees as per acquaintance roll and all labour laws obligations have been

complied with including payment of over time allowance. In order to confirm the correctness of payment accounts to right party i.e. employees, DPA, etc., at correct rates, the payment account of Contractor will be subject to audit check as and when found necessary.

- 5.23** Any dispute arising out of this contract agreement during or after the currency of the contract period shall be subject to the court under Gujarat jurisdiction only.
- 5.24** The inspecting team of DPA will be entitled at all hours of day night to enter the said premises for checking purpose.
- 5.25** Authority will conduct the Inspection frequently for operation and maintenance of complete project facility, performance of OMC in maintenance of asset as well as operation related inspection. If anything found not in order, or poor performance in maintenance that asset as well as running and maintenance of facility, necessary penalty will be imposed as per agreement. All the observation made during inspection should be rectified/complied as per agreement after Inspection report. For this purpose, an Inspection Register to be maintained by Contractor at Project Facility.
- 5.26** At the end of the Contract Period, by efflux of time or premature termination for any reason whatsoever, all rights given under the Agreement shall cease to have effect and the Project Facility (Convention Centre) including the assets (both movable and immovable, which were allowed by the Authority to Contractor for Operation and Maintenance), thereof shall be taken back by the Authority from the Contractor as per the provisions of the Agreement.
- 5.27** Contractor shall be responsible to repair all the damages prior to giving back the Project Facility to Authority after Joint Inspection to Authority. If Contractor fails to rectify/repair the same within time as directed by Authority, the cost towards repair of such damages will be recovered from Security Deposit.
- 5.28** After the expiry/termination of Agreement and despite receiving the notice thereof, if the Contractor continues to occupy Project Facility unauthorized, the Contractor shall be liable to pay compensation for wrongful occupation as decided by Authority and necessary legal proceeding as per relevant rules/regulations/act will be initiated against Contractor by the Authority for taking over the vacant peaceful possession from Contractor.
- 5.29** The Deendayal Port Authority will hand over the assets including Furniture, fittings, landscape, electrical fittings, Fire fighting system C C TV cameras, sound system building etc to the contractor before commencement of work for which, contractor has to carry out joint inspection with photography / videography above said assets with engineer in charge and has to prepare detail list in triplicate duly signed by all parties before handing / taking over of work and submit to this office.
- 5.30** On completion / termination of contract, the contractor has to carry out joint inspection with photography / videography along with engineer in charge with detail list in triplicate duly signed by all parties and hand over the port. If any damage theft or non maintenance of asset occurs during the handing over, the same will be recovered or born by the contractor.
- 5.31** DAMAGES
- A In case of any damage to DPA property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to DPA as may be advised by DPA. The contractor shall also take full responsibility and compensate DPA for any loss/damage/break-down caused to the installation due to negligence of his workers.
- B No alterations, improvements, additions to the building should be made by the contractor without the consent of DPA and any damage caused to the building, the electrical fixtures, the furniture fitted therewith and that when they were so made, improved or added by the contractor with prior approval they would become fixtures of the building and that the agency entrusted with the work order would not be entitled to remove them at the termination of the contract, but that the Principal Authority i.e. DPA should be entitled to the same without any liability to pay any compensation there for.
- C The successful Agency entrusted with the said contract shall take proper care of the furniture fixtures and the Electrical fixtures therewith and other fittings, equipment and accessories and that if any damage is caused to the same, except by reasonable use and Wear, the successful agency, shall replace the same or compensate the DPA for the value thereof.

- D The Agency shall not dispose of or otherwise remove from the building (Without the consent of the DPA) any of the furniture, electrical fittings, fixtures which existed in the building at the time of the contract or may be hereafter (meaning after the contract) be provided upon the premises in substitution thereof.
- E That at the time of the determination of the contract, either before the fixed tenure of 10 years by issuing notice to that effect in case of any breach or the termination after expiry of 10 years' period, the agent shall yield up the premises with the existing fixtures, electrical fittings, furniture, etc., set out in Schedules appended to the Contract or the substitutions thereof and that in default of doing so, the agent shall pay as per terms and condition on such default which will be in addition to other legally payable charges and damages.
- F The lessees shall take due and proper care of the buildings, furniture, and other electrical fittings and accessories and effects and keep them clean, in good repair and preserved from injury (except by accidental fire and from deterioration otherwise than by reasonable use and Wear thereof) and as far as possible forthwith to replace with articles of the same sort and equal value such as may be lost, broken, worn out, damaged or destroyed (except as aforesaid) or to compensate the DPA in damages for any omission or replace as aforesaid and to repair and make good such articles as may be damaged (except as aforesaid).
- G The lessees shall not dispose of or let on hire or otherwise remove or suffer to be removed from the said buildings without the previous consents in writing of the DPA (except for the purpose of repair or alteration) and of the said fixtures, electrical fittings, furniture or any other articles or things of a like nature which may hereafter be brought upon the said premises in substitution therefor.
- H To keep the furniture clean and in good repair order and preservation and to make good the damages thereto;
- J To allow the landlord and his agents at all reasonable times to enter upon and examine the condition of the premises and the furniture;
- K To yield up the demised land and buildings with the existing fixtures, electrical fittings and furniture etc., described in Section 9 hereunder or substitutions therefor at the expiration or sooner determination of the said term in good and substantial repair and condition (fair wear and tear as hereinbefore provided only excepted.)
- L It is hereby restrained the prospective agent from dealing with these furniture, fittings etc., already existing in the auditorium or the substitutions therefor from using for any other purpose apart from what has been specifically permitted under these contract. The agent is liable to give up to the DPA the premises with the existing fixtures, electrical fittings, furniture described in Section 9 which also includes all the new items or furniture or electric fixture installed or the substitutions therefor.
- M If the landlord finds that any repair is necessary to the premises and/or furniture, he shall serve upon the agent a notice in writing to carry out the repairs in the said premises or furniture including the electrical fixtures morefully described in the schedule and the agent shall carry out the repairs within one month after the service of such a notice;
- N If the prospective agent failed to pay the annual/yearly fee or any part of such fees or shall at any time in arrear remain unpaid after the same shall have become due (whether demanded or not) or if you shall at any time commit any breach of the nature mentioned above which are only indicative in nature or fail or neglect to perform or observe any of the covenants, conditions or agreements or if you being an individual or individuals shall become insolvent or commit an act of insolvency or to be adjudicated insolvent or enter into a composition or arrangements with your creditors or if you being a Company or Corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (except for the purpose of amalgamation and reconstruction) or suffer an execution proceedings to be levied or a receiver to be appointed in respect of any of your property or effect, then and in any of such cases it shall be lawful for the DPA or any person duly authorized by them to enter into and upon the premises or any part thereof in the name of the whole to terminate the contract and shall re-enter providing you 3 days' notice and the same to have again repossessed as if these presents had not been made without prejudice to any of the right.

O Obligation of Statutory Compliance

P Deendayal Port Authority will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee's State Insurance Act, 1948 (ESI), Employee's Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the Agencies responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the agency/contractor are not on the rolls of Deendayal Port Authority and no legal relationship of whatsoever subsists between the Port Authority and such personnel employed by the contractor.

Q This being a pure Operation and Maintenance contract, the personnel engaged by the contractor and deployed by him at Dr. Baba Saheb Ambedkar Convention center premises will be in no way be deemed as working under employment of DPA and there shall not exist any employer-employee relationship between DPA and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with DPA either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and IFCI will have no responsibility, whatsoever.

DISPUTE RESOLUTION

If any dispute or difference or claims of any kind arises between DPT and the Contractor in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of Tender or the Agreement, whether before or after the termination of the Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them, in case the dispute is not resolved amicably as provided herein the same shall be referred to the Chairman (DPT) for sole arbitration by himself or by any officer appointed by him.

The Contractor will have 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

Conciliation And Settlement by establishment of a Conciliation & Settlement Mechanism for Contractual Disputes under the contract /agreements with the Contractor.

Establishing a system of conciliation of disputes for amicable settlement through appointment of Conciliation Committees comprising of independent experts in order to ensure speedy disposal of disputes. Recourse to such conciliation is open before, during or after the arbitration proceedings/Court cases.

The Conciliation process will be conducted under Part III of the Arbitration and Conciliation Act, 1996 as amended.

Part III of the Arbitration and Conciliation Act, 1996 shall apply to conciliation and settlement of disputes arising out of legal relationship, whether contractual or not and to all proceedings relating thereto.

If any commercial dispute or a dispute which may have commercial aspects in the future arises between the Port and Contractor the Port authorities and the contractor may mutually decide to settle the dispute through the conciliation and settlement process.

Either the Port or the contractor may send a reference about the dispute to the other party. The party initiating conciliation shall send to the other party a written invitation to settle or conciliate under this Part, briefly identifying the subject of the dispute. The concerned Technical Division in the Port shall send a request or response within 7 working days if a reference is received from the contractor thereby inviting the Contractor to depute a team of their representatives to interact with the Contract Management Division(CMD) constituted by each Port. The CMD will obtain and examine the correspondence/ documents of the parties relating to the disputes, within 15 days, hold discussions with the team of the Contractor and the Technical Division to crystallize the issues, prepare the agenda containing the gist on dispute.

Port shall offer/agree with the other party to refer the matter to the CSC as conciliation is intended to be one consolidated package of settlement. Upon receipt of the consent of the Contractor for making a reference to the CSC, the Chairman Port Authority 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 sections 63 and 64 of the Arbitration and Conciliation Act,1996.

The proceedings, shall commence when the Port or the other party accepts in writing the invitation to settle/conciliate. 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 thirty days from the date on which he sends the invitation, or within such other period of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to settle/conciliate and if he so elects, he shall inform in writing the other party accordingly.

It may be noted that this is an alternate dispute resolution mechanism being put in place and if the Contractor is not willing to take recourse to this process or has any reluctance whatsoever in this behalf, there is no compulsion and they are free to follow the provisions as per law.

The Conciliation process shall be followed as per the existing guidelines prescribed by the Central Government.

Arbitration:

If after assigning the dispute to the Conciliation and Settlement Committee the parties have failed to resolve their dispute or differences, the matter shall be referred for arbitration in accordance with the Arbitration and conciliation Act, 1996 any statutory modification or re-enactment thereof and rules made there under for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of this contract that only such questions and disputes as were raised during the term of the Agreement shall be referred to arbitration.

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.

It is also a term of the Tender 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.

The award of the arbitrator shall be final, conclusive and binding on all the parties to Agreement

The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

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.

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.

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.

Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

This article shall survive the termination or completion of the contract.

SECTION- 6

LETTER OF ACCEPTANCE AND FORMS OF SECURITIES

LETTER OF ACCEPTANCE

(On the letter head paper of the Deendayal Port)

To: _____
(Name & address of contractor)

Date: _____

Dear Sir,

Sub: Tender No. (Title of Tender)

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for providing of the _____
(name of the contract and identification number, as given in the instruction to bidders) for the Yearly Rent of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Authority/Board.

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

3. Detailed Work Order will follow.

Please acknowledge receipt.

Yours faithfully

**Authorized signatory
Name and title of signatory
Deendayal Port Authority**

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(to be executed on Rs.300/- non-judicial Stamp Paper)

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

In consideration of the Board of Trustees of the Port of "Deendayal Port Authority" incorporated by the Major Port Authority Act 2021 (herein after called "The BOARD") which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Trustees of Deendayal Port Authority, its successors and assigns) having agreed to exempt _____ (herein after called the "Contractor")

(Name of Contractor/s)

From the demand under the terms and conditions of the contract, vide _____'s letter no. _____

(Name of department)

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

2. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only)
3. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor's in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
4. We, (Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the AUTHORITY certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank

shall be the request of the Board but at the cost of the Contractors, renew or extent this guarantee for such further period or periods as the Board may require from time to time.

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

For (Name of Bank) Signature

Date _____ day of _____ 2021

(To be printed on Non- Judicial Stamp Paper of appropriate value)

OPERATION MAINTENANCE AND MANAGEMENT AGREEMENT

This Operation Maintenance and Management Agreement (hereinafter referred to as "Agreement" is made on ____ day of the month of ____ 2022 at Gandhidham-Kutch, by and between:

BOARD OF TRUSTEES for Deendayal Port Authority, a body corporate constituted under the provisions of the Major Port Authority Act 2021 and having its Administrative Office at Gandhidham, Kutch, Gujarat – 370201 (hereinafter referred to as "**DPA**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **ONE PART**

AND

____ a Company within the meaning of Companies Act, 2013 and having its registered office at _____, India (hereinafter referred to as the "**Contractor**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **OTHER PART**.

DPA and 'Contractor' shall, wherever the context permits, hereinafter collectively referred to as the '**Parties**' and individually as the '**Party**'.

WHEREAS:

- A. DPA is desirous of implementing a project of operation, maintenance and management services ("**O&M services**") for Dr. Baba Saheb Ambedkar Convention Centre (Project Facility) at Gandhidham, Kutch, Gujarat for a period of 10 years.
- B. DPA had on _____ invited E-tender (hereinafter "**Tender**") for **O&M services** as per the terms and conditions stated in the Tender.
- C. In response to the Tender, DPA received proposals from the applicants including the one submitted by the Contractor.
- D. DPA after evaluating the proposals received by it from the applicants, accepted the proposal submitted by the Contractor vide Letter of Acceptance bearing ref no. _____ dated _____ ("**LoA**") and called upon the Contractor to furnish the performance security (in the form of bank guarantee or demand draft) of an amount of **Rs. 50,00,000/-** (Rupees Fifty Lakhs Only) ("**Performance Security**").
- E. In compliance with the LoA, the Contractor has provided the Performance Security to DPA and the Parties have now mutually agreed to enter into this Agreement to record the terms and conditions on which DPA would grant its permission to the Contractor for ("**O&M services**").

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. GRANT OF PERMISSION

- 1.1. DPA relying upon the proposal submitted by Contractor in response to the tender and the representations, warranties and covenants of the Contractor more particularly set out hereunder, DPA hereby agrees to grant its permission to operate, maintain and manage the Project Facility (the details of Project Facility along with all fixtures and fittings is mentioned in **Annexure A**), for a duration of 10(Ten) years, on the terms and conditions as set out under the Tender and this Agreement.
- 1.2. DPA hereby grants to the Contractor a right to access the Project Facility for the Agreement Term, in order to undertake and discharge its rights and obligations pursuant to the permission (such rights being the "Access Rights"). It is clarified that neither the Contractor nor the Access Rights in relation to Project Facility shall create any tenancy rights or any other right, title or interest of any kind or nature whatsoever in relation to the Project Facility in favor of the Contractor other than the permissive right of use, hereby granted in respect of the permission. DPA shall be in

exclusive possession and full charge and control of the Project Facility at all times and DPA shall at all times have free and unobstructed access to the Project Facility.

- 1.3. In consideration of the permission granted by DPA in accordance with the terms hereof and more particularly described in the Tender, the Contractor agrees to pay to DPA, the Permission Fee and to perform all such obligations as the Contractor as are required, in the manner and upon the terms and conditions as set out under this Agreement and the Tender.

2. COMMENCEMENT DATE AND TERM

- 2.1 The term of this Agreement shall commence from _____ (“**Commencement Date**”) and the same will remain valid for a period of 10 (Ten) years from the Commencement Date (“**Term**”), unless terminated earlier in accordance with the provisions of Agreement or the Tender document, as the case may be.

3. PERMISSION FEE

- 3.1 In consideration of the permission granted by DPA for O&M services, the Contractor shall pay to the DPA a sum of **Rs.** _____ plus GST (“**Permission Fee**”). (Per annum)
- 3.2 The Permission Fee shall be due and payable in advance every year starting from [_____].

4. COVENANTS AND OBLIGATIONS OF CONTRACTOR

- 4.1 The Contractor shall at all times observe and confirm with all such rules, regulations and directions as may be imposed on the Contractor by DPA or under any Applicable Law and at all times ensure that all employees / contractors or agents of the Contractor observe and comply with all Applicable Laws and all such rules, regulations and directions as may be imposed by DPA from time to time.
- 4.2 The Contractor shall take proper care of the furniture fixtures and the electrical equipment in the Project Facility. If any damage is caused to the Project Facility including but not limited to furniture fixtures and electrical equipments installed therein, the Contractor shall compensate DPA for the damages.
- 4.3 The Contractor shall take all practicable and proper precautions and use all reasonable means for the prevention of fire to the satisfaction of DPA and in particular, shall not block up or obstruct any fire exit or access to fire equipment.
- 4.4 The Contractor shall notify DPA of any dispute that arises or is threatened against the Contractor and/or the DPA, the adverse outcome of which might have a material adverse effect on Contractor or DPA.
- 4.5 The Contractor agrees that the rights granted to the Contractor upon the Project Facility by DPA pursuant to this Agreement is a limited right of use of the Locations solely for the purposes operations, maintenance and management of Project Facility. The Contractor shall not sub-contract or sub-license or assign any of its rights, duties and obligations under this Agreement without the prior written permission of DPA.
- 4.6 In addition to the terms mentioned herein in this Agreement, the Contractor shall comply with provision or requirement as specified in the Tender Document.

5. EMPLOYEES/CONTRACTORS ENGAGED BY THE CONTRACTOR

- 5.1 The Contractor shall be responsible for and shall pay any compensation to its employees payable under the Applicable Laws. The Contractor shall ensure that during the term of this Agreement and thereafter the employees and staff of the Contractor shall make no demands or claims against DPA for any payment whatsoever, and shall keep DPA indemnified in relation to any such claims made against DPA. If the responsibility of such payments to the employees and staff of the Contractor is transferred to DPA by operation of law or otherwise, DPA shall have the right to adjust all such payments against the Performance Security, at the discretion of DPA.
- 5.2 The Contractor shall comply with the provisions of Applicable Law as may be applicable to its employees including, but not limited to the Minimum Wages Act, the Employees State Insurance Act, Employees Provident Fund and Miscellaneous Provisions Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act, and all other

applicable labour enactments in terms of coverage, returns, record maintenance and like. DPA will not be liable for any non-compliance on part of the Contractor and only the Contractor shall be held responsible for all legal consequences.

- 5.3 The employees and staff of the Contractor are not employees of DPA and under no circumstances shall the employees of the Contractor be deemed to be employees of DPA. The Contractor further undertakes to ensure that the employees and staff of the Contractor do not claim any employee status with DPA by virtue of performing services under this Agreement. DPA and the Contractor are not joint employers for any purpose under this Agreement and performance of services by employees and staff of the Contractor under this Agreement will not constitute and/or establish an employee - employer relationship with DPA.

6. PERFORMANCE SECURITY

- 6.1 DPA acknowledges that the Contractor has furnished to DPA the Performance Security (as mentioned in Recital D above). The Performance Security shall be returned by DPA without any interest to the Contractor within 3 Month from the date of handing over the premises satisfactorily.
- 6.2 In the event of any loss or damage suffered by DPA on account of breach by the Contractor of any terms and conditions of this Agreement or the Tender document, DPA shall be entitled to invoke the Performance Security for making good such loss or damage suffered by DPA. In such an event, the Contractor shall be liable to restore the Performance Security to its original value within 15 (fifteen) days from the date of its invocation by DPA. Failure by the Contractor to maintain the Performance Security will be regarded as material breach and the same will entitle DPA to forthwith terminate the Agreement.
- 6.3 In case the Term of this Agreement is extended by DPA, then the Contractor shall provide a fresh performance security to DPA for the extended tenure of the Agreement.

7. TERMINATION

- 7.1 DPA may terminate this Agreement in accordance with the provisions set forth in the Tender document.

7.2 Termination or abatement on damage

If at any time after the Commencement Date or during the Agreement Term the whole or any part of the Project Facility shall be destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so as to render the Project Facility substantially unfit for the use and occupation of the Contractor or so as to deprive the Contractor of substantial use of the same or so as to render the rebuilding or reconstruction of the Project Facility in its previous form impracticable or undesirable in the opinion of DPA:

- (a) the Agreement may be terminated without compensation by either DPA by notice in writing to the Contractor; and
- (c) nothing herein contained or implied shall be deemed to impose any obligation upon DPA to rebuild or reconstruct or make fit for occupation the Project Facility.

8. CONSEQUENCES OF EXPIRY / TERMINATION OF THIS AGREEMENT

- 8.1 Where the Contractor abandons the Project Facility during the tenure of this Agreement, DPA shall have the right to forfeit the entire Performance Security Deposit.
- 8.2 The Contractor shall, within a period of 3 (three) days from the expiry / termination of this Agreement hand over the Project Facility in relation to which this Agreement has been terminated in good and substantial repair and condition (fair wear and tear excepted). The Contractor shall remove all of the Contractor's materials, belongings, etc. from Project Facility at the Contractor's own cost, failing which DPA shall have the right to take over Project Facility and remove the Contractor's materials and sell the same at such price as it may get and utilize the proceeds to payment towards any outstanding amounts due from the Contractor (including cost of such removal).

8.3 The Contractor shall restore Project Facility to its original state and condition and/or to remove such additions, fittings and fixtures as DPA shall specify in writing, repair any damage to the Project Facility arising from such removal to the satisfaction of DPA, (hereinafter called the "**Post Termination Obligations**"). Where the Contractor fails to carry out the Post Termination Obligations or any part thereof as aforesaid DPA may carry out the same and recover from the Contractor the costs of the Post Termination Obligations including an administrative charge which shall be 15% (fifteen) percent of the total cost of the Post Termination Obligations.

8.4 Upon the Contractor perpetually exiting the Project Facility to the satisfaction of DPA, DPA shall return the Performance Security after making such deductions there from as provided under this Agreement/Tender.

8.5 This Clause 14 shall survive the termination of this Agreement.

9. NO CLAIM BY THE CONTRACTOR

9.1 Notwithstanding anything herein contained DPA shall not be liable to the Contractor, its employees, servants, agents, or licensees nor shall the Contractor have any claim against DPA in respect of:

(a) any event, which could not have been prevented with the exercise of reasonable skill and care, and such event resulted delay in handing over any of the Project Facility to the Contractor.

(b) any failure or inability of or delay by DPA in fulfillment of any of its obligations under the tender or this Agreement or any interruption in the use of any of the Project Facility by reason of:

(i) the repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, riot, act of God or closure of the Project Facility for operational, security or emergency reasons or any other cause beyond DPA's control; or

(ii) mechanical or other defect or break-down or other inclement conditions, electricity or by reason of labour disputes.

9.2 Notwithstanding anything herein contained, DPA shall be under no liability, to the Contractor, its employees, servants, agents, licensees or invitees who may be permitted to enter or use the Project Facility or the Location or any part thereof for accidents happening or injuries sustained (fatal or otherwise) or for loss of or damage to property, goods or chattels in the DPA or in any part thereof save where arising from the negligence of DPA or its servants, agents or contractors.

10. ORDER OF PRECEDENCE

This Agreement and the arrangement between the Parties shall at all times be read along with the terms of the Tender and the response / bid submitted by the Contractor in relation to the Tender and the LoA. In the event of any interpretation of the provisions of this arrangement between the Parties, the documents shall be read in the following order of precedence:

- i. The provisions of this Agreement;
- ii. Tender document and any other document listed in or forming part of the Tender;
- iii. Letter of Acceptance having Ref. _____ dated: _____;
- iv. The bid submitted by the Contractor in response to the Tender;

11. MISCELLANEOUS PROVISIONS

11.1 Entirety: This Agreement and the Annexures appended hereto together constitute a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement unless specifically retained in this Agreement, by reference or otherwise, are abrogated and withdrawn.

It is, however, clarified that if there is any aspect in respect of Project Facility is not covered by any of the provisions of this Agreement, then the reference may be made by the Parties to the Tender document and also including addendums, clarifications given in writing in the pre-bid meetings, LoA, the submissions of the Contractor and the bid submitted by the Contractor. In case of any contradictions in the terms of this Agreement and any such other bid documents as referred to above, the terms of this Deed shall prevail.

- 11.2 **Relationship:** This Agreement is entered into by and between the Parties on principal to principal basis and nothing herein shall be construed or deemed to create any association, partnership, agency or joint venture or employer-employee relationship between the Parties in any manner.
- 11.3 **Governing law and dispute resolution:** This Agreement shall be governed by and construed and interpreted in accordance with the laws of India. All disputes and differences arising out of or in connection with the Agreement shall be resolved in accordance with the dispute resolution mechanism stipulated in the Tender document. The Courts of Gandhidham, Gujarat shall have jurisdiction over all matters arising out of or relating to this Agreement.
- 11.4 **Successors and assigns:** This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.5 **Amendments, Modifications or Alterations:** No amendments, modifications or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same be in writing and agreed to by the Parties.
- 11.6 **Language:** All notices, certificates, correspondence or other communications under or in connection with this Agreement shall be in English.
- 11.7 **Survival of Obligations:** Any cause of action which may have occurred in favour of either Party or any right which is vested in either Party under any of the provisions of this Agreement during the Term as the case may be as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry of the Term by efflux of time or otherwise in accordance with the provisions of this Agreement shall survive the expiry of the Term/ termination of this Agreement.
- 11.8 **Severability:** If for any reason whatsoever any provision or any part(s) of this Agreement is held or shall be declared to be void or illegal or invalid under present or future laws or regulations effective and applicable during the Term, by any competent arbitral tribunal or court, and if such provisions shall be fully separable and this Agreement shall be constructed as if such provision or such part(s) of this Agreement never comprised part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision or by its severance from this Agreement.
- 11.9 **Notices:** Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by email, facsimile, by personal delivery or by sending the same by courier addressed to the Party concerned at the address first mentioned hereinabove and, or any other address subsequently notified by a Party to the other for the purposes of this Agreement and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery and in case of email / facsimile immediately after receipt of a transmission report confirming dispatch (except that the court documents may not be served by facsimile).
- 11.10 **Waiver:** Failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision, nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof or operate as a waiver thereof. Waiver, if any, granted by either Party to the other under this Agreement shall only be in writing and to the extent specified therein.
- 11.11 **Further assurances:** Each Party shall do all things required to give effect to this Agreement, including executing all documents, convening all meetings, giving all waivers and consents, passing resolutions and otherwise exercising all powers and rights available to it.
- 11.12 **Counterparts:** The Parties may sign this Agreement in counterparts. Each counterpart is deemed to be an original which, taken together, comprise a single document.
- 11.13 **Stamp Duty:** This Agreement shall be executed on the stamp paper of appropriate value and all cost, charges and expenses including stamp duty and registration charges (if any) payable on or in respect of this Agreement shall be borne and paid by the Contractor.

INWITNESS WHEREOF, the Parties, intending to be legally bound, have signed this Leave & Agreement on the date mentioned in the beginning of the document.

For and on behalf of **Deendayal Port Authority**

Common Seal is affixed pursuant to its resolution dated _____
of the Board in the presence of Mr. _____
_____ who has signed this
Agreement in token thereof.

WITNESS

1) Mr. _____

2) Mr. _____

For and on behalf of _____. **(Contractor):**

Signed and Delivered by the Contractor by the
hand of its authorized representative Mr.
_____ pursuant
to Resolution dated _____ of
its Board of Directors.

WITNESS

1) Mr. _____

2) Mr. _____

SECTION- 7

INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a

specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as Rs. 3.00 crore. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be

mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K Sarkar IAS (Retd.) has been appointed IEM by DPA. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Trust (As per Appendix) 1) Shri S.K Sarkar IAS (Retd.) 2) Shri Saurabh Chandra, IAS (Retd) has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

1) Shri S.K Sarkar IAS (Retd.)
B-104, Nayantara Aptt,
Plot 8 B, Sec 07, Dwaraka
New Delhi - 110075,
Mobile Nos. 98111 49324,
Fax No.011 - 29533457,
Email: sksarkar1979@gmail.com

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

2) Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be up loaded along with the bid. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

INTEGRITY PACT BETWEEN

DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members).....hereinafter referred to as "The Bidder/Contractor"

Preamble : The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

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

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

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

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

Section 2 - Commitments of the Bidder / Contractor

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

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

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

c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or

pass on to others, any information or document provided

by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.

g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

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

Section-3 Disqualification from or exclusion from future contracts

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

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

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

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

Section-4 Compensation for Damages

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

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

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

Section-5 Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.
2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub - Contractors

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

Section-8 External Independent Monitor

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

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

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

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal For the Bidder/Contractor

Place: Gandhidham

Witness-1 : Witness-2 :

Date : ____/____/2022

Section 8: Financial Proposal

Form F1: Financial Proposal Submission Form

(On the letterhead of the Bidder)

[Location, Date]

Executive Engineer (TD),
Town Development Wing,
Room No. 18,
Administrative Office Building,
Gandhidham-370201, Kutch District, Gujarat State, India
Email: tddivisionkpt@gmail.com,

Sub: Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham

Dear Sir,

We, the undersigned, are pleased to provide our offer for **Operation and Maintenance of Dr. Baba Saheb Ambedkar Convention Center at Gandhidham**, in accordance with your Request for Proposal dated _____ and our Technical Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from negotiations, up to expiration of the validity period of the Proposal, i.e. 120 days from the date of submission of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form F2: Financial Bid

**Sub: Selection of Agency for Operation and Maintenance of Dr. Baba Saheb Ambedkar
Convention Center at Gandhidham.**

I No	Description of item	Qty	Reserved price (in Rs.)	Premium offered over and above the reserved price (in Rs.)	Unit	One Year rent (One Year Rent) (in Rs.) (4+5)	Total amount offered for 10 years
1	2	3	4	5	6	7	8(3×7)
1	OPERATION AND MAINTENANCE OF DR. BABA SAHEB AMBEDKAR CONVENTION CENTER AT GANDHIDHAM AS PER THE TERMS & CONDITIONS AND SCOPE OF WORK OF BID DOCUMENT.	10	7751000/-		One Year		
	AMOUNT (IN FIGURES)						
	AMOUNT (IN WORDS) _____						

Notes:

- (a) The Financial Proposal shall be in the form of One Year rent quoted in INR and shall be exclusive of GST tax or any other tax as applicable thereon, which shall be paid extra by the Selected Bidder.

Signature of Bidder with seal

Place: _____

Date: _____

Executive Engineer (TD)

Deendayal Port Authority

Section 9 : Details of Capital Assets of Project Facility

10.1. The Project Facility shall consist of the structures/components as indicated as below:

No.	Description	Area
1.	Plot area	35400 M2
2.	Plinth Area	8900 M2
3.	Built-up Area	6600 M2
4.	Parking area	2800 M2
5.	Main Hall Area (52.30X31.20)	1631 M2
6.	Dining Area	730 M2
7.	Stage (20.50X13m)	267 M2
8.	Foyer area (52.30X11.45)	600 M2
9.	Basement area	1300 M2
10.	Landscaping Area	7000 M2
11.	Water tank 1&2 (2 x 27000)	540000 liters
12.	Paver block area	3500 M2
13.	Road East side (18 x 260m)	4680 M2
14.	Road West side (12 x 260 M)	3120 m2
15.	13 Passenger capacity lift	2 Nos.
16.	Lake and Fountain	500 M2

10.2. List of Plants & Equipments installed in The Project Facility:

10.2.1. The following are the items, equipments and appliances which are currently installed in operational state in the Project Facility and shall be considered the property of Authority:

Sr. No.	Item / Equipment / Appliance	Quantity
1.	Cooling towers 1140 LPM	3 Nos.
2.	Floor Mounted AHUs 23000 cfm	2 Nos.
3.	Floor Mounted AHUs 9000 cfm	2 Nos.
4.	Floor Mounted AHUs 6000 cfm	2 Nos.
5.	Ceiling Suspended AHUs 2530 cfm	2 Nos.
6.	23000 cfm AHU Electrical panel with VFD	2 Nos.
7.	9000 cfm AHU Electrical panel with VFD	2 Nos.
8.	6000 cfm AHU Electrical panel	2 Nos.
9.	2530 cfm AHU Electrical panel	2 Nos.
10.	Plant room panel	1 No.
11.	Fire service main pump, multistage, of 2400 LPM (Litres/min.)	1 No.
12.	Diesel operated fire service stand by pump, of 2400 LPM	1 No.
13.	Jockey Pump of 240 LPM at 56 m head	1 No.

14.	Electrical driven hydrant main, Sprinkler Standby & Jockey pump control panel. 75HP	1 No.
15.	Compact Substation with 630 kVA, 3 phase, 50 c/s Oil immersed Copper wound transformer having indoor type transformer bushings	1 No.
16.	Diesel generating set with alternator of 500 kVA output	1 No.
17.	MAIN LT PANEL	1 Set
18.	250kVAR, Three phase, 50 cycles	1 No.
19.	Audio & Video System	LS
20.	CCTV	12 No's

The above lists given only for assessment of bids and are not exhaustive lists. The all equipments & machineries as per actual in operation condition will be provided to Selected bidder as per terms & condition of agreement.

10.3. Layout Drawing of various Components of Project Facility are as under:

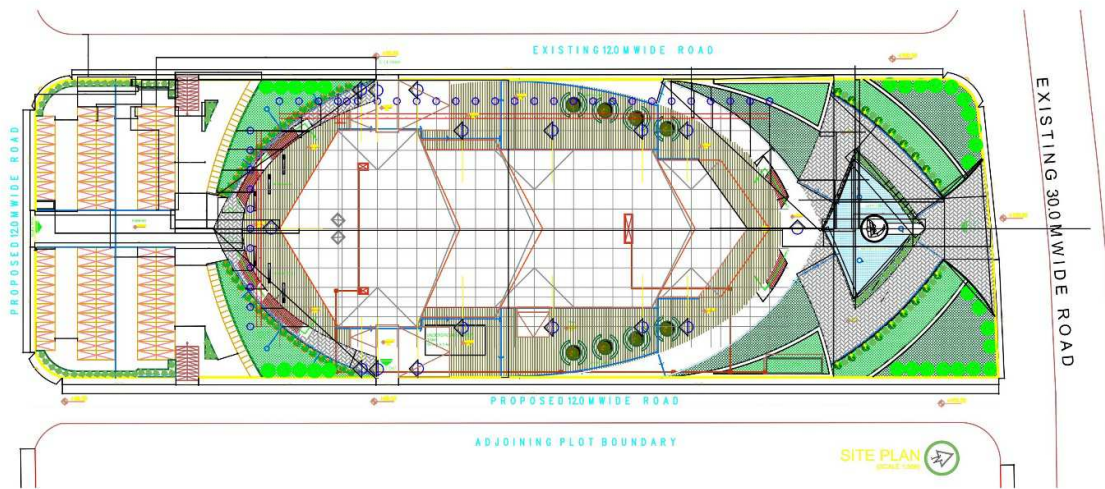


Fig.1- Main Layout

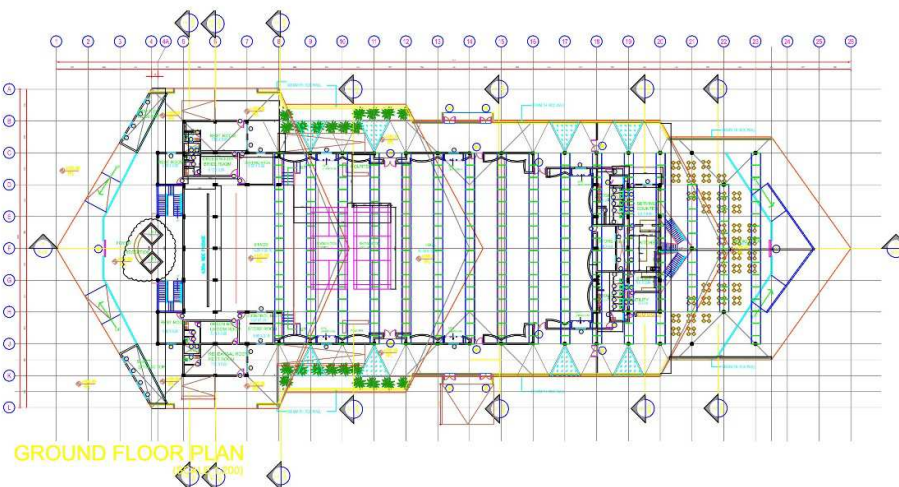


Fig. 2 – Ground Floor Plan

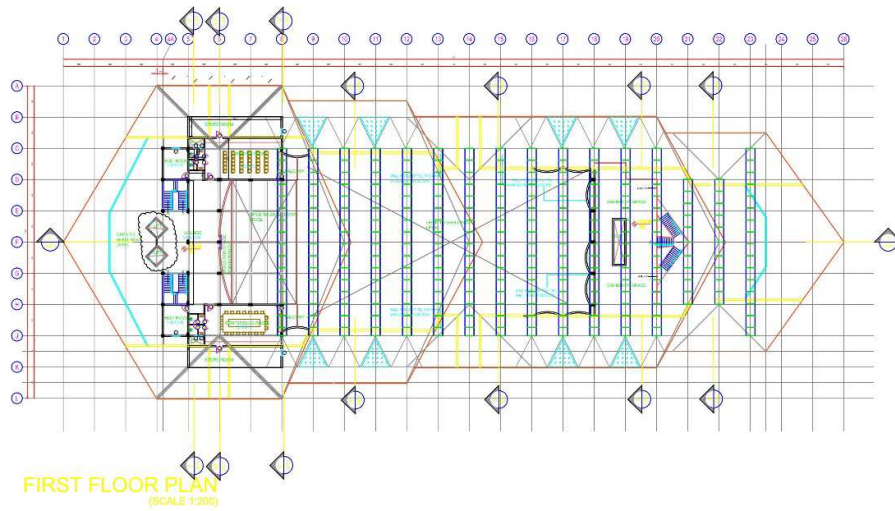


Fig. 3 – First Floor Plan

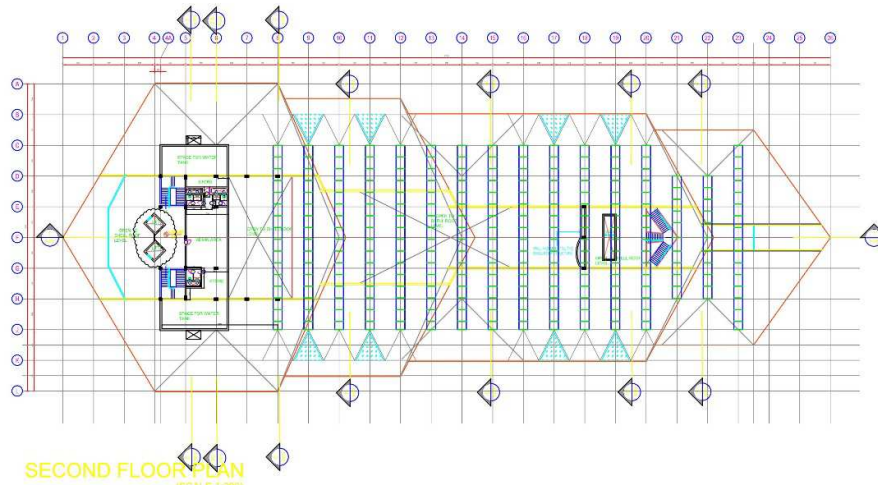


Fig. 4 – Second Floor Plan

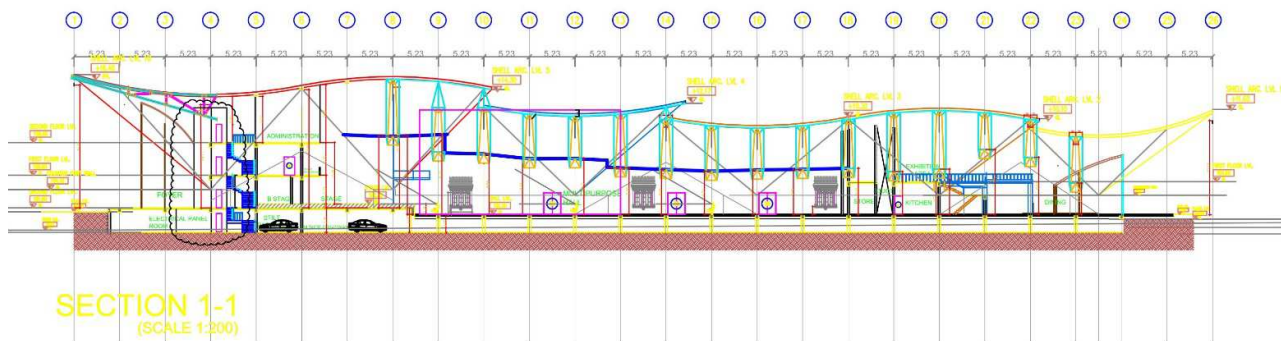


Fig. 5 – Section Floor Plan

*****End*****

