
DEENDAYAL PORT AUTHORITY



**Short Notice Tender
No.: MS/WK/4059
Mechanical Engineering Department**

"Outsourcing of Technical Manpower & staffs for attending various technical projects & works of the department for the period of five years"

PORT OFFICE

Deendayal Port Authority
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

Email: - mech.div.kpt@gmail.com

Phone: + 91-2836-270484, 220636
Fax: + 91-2836-220636

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Bid Reference No. MS/WK/4059

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DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO.

MS/WK/4059

Superintending Engineer (M), DPA, New Kandla, Tel. No. 02836- 270484 invites tender in Online e- tendering system for the work of "Outsourcing of Technical Manpower & staffs for attending various technical projects & works of the department for the period of five years" at the estimated cost of Rs. 6,41,43,360/-. Tender Fees Rs. 11,800/- (incl. of GST) and EMD: Rs. 6,41,434/- (Rupees Six Lakhs Forty-One Thousand Four Hundred Thirty-Four only). The bidders having registration with MSME are exempted from payment of Tender fee & EMD. The last date of downloading: 10.03.2023 up to 14:00 hrs. Last date and time of submission of E-tender only on website <https://kpt.nprocure.com> 10.03.2023 up to 14:30 Hrs. Date and time for opening of e-tender: 10.03.2023 at 15.00 hrs. Tender shall be downloaded from web site: <https://kpt.nprocure.com> and also available on <http://www.deendayalport.gov.in>

Corrigendum, if any, will be placed on website only.

**Superintending Engineer (M)
Deendayal Port Authority**

Notice Inviting Online Tender

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Circle Division,
Tender Notice No.	MS/WK/4059
Name of work	"Outsourcing of Technical Manpower & staffs for attending various technical projects & works of the department for the period of five years"
Estimated Contract Value (INR)	Rs. 6,41,43,360/-
Period of Completion	60 months from the date of award of work.
Bidding Type	Open
Bid Call (Nos.)	1st
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Not applicable
Bid Document Fee:	Rs. 10000 + GST (18%) = Rs. 11,800/- (In case of Micro and Small Enterprise (MSEs) please see the condition below)
Bid Doc Fee Payable to	Deendayal Port Authority, Gandhidham
Bid Security/ EMD (INR):	Rs. 6,41,434/- (Rupees Six Lakhs Forty-One Thousand Four Hundred Thirty-Four only) (In case of Micro and Small Enterprise (MSEs) please see the condition below)
Bid Security/ EMD (INR) In Favour of:	Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	<u>11.02.2023 from 1400 hrs.</u>
Bid Document Downloading End Date	<u>10.03.2023 up to 1400 hrs.</u>
Date & Time Pre-Bid Meeting	Not Applicable
Place of Pre Bid Meeting	Not Applicable
Last Date & Time for Online submission of Bids	<u>10.03.2023 up to 1430 hrs.</u>

Bid Validity Period	120 Days
Condition	(Demand Draft/Banker's Cheque/Pay order for Tender Fee & EMD in the form of BG (BG issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham) /DD/BC/PO as well as duly signed Integrity Pact Agreement by the bidder and witnesses (also to be arranged by the bidder) shall be submitted in Electronic Format through on line (by scanning) while uploading the bid (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Group Nos. 711, 749, 781, 782, and 783 only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid. Accordingly, offer of those bidders shall only be opened whose TenderFee and Bid security i.e. EMD and signed Integrity Pact is received Electronically in the preliminary bid. However, for the purpose of realization, bidder shall send the same in original to SE(M) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the SE(M), Deendayal Port Authority, A.O. Building, within 07 days from the last date of opening without fail.
Remarks	Submission of tender fees & Bid security i.e. EMD, duly signed integrity pact agreement and other documents in physical format during office hours within seven (7) days from the date of opening of tender by hand/courier/ RPAD/Speed post in the office of CME, 1st floor, CME Liaison office, A.O. Building, Gandhidham (Kutch) – 370 201. Phone No.: 02836-220636/ 270484.
Preliminary Bid Stage Bid Opening Date	Technical Bid will be opened <u>on 10.03.2023 @ 1500 hrs.</u> The date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
Documents required to be submitted by scanning through online	a. Tender fee of Rs. 11800/- in form of DD/BC/PO & EMD of Rs. 6,41,434/- (Rupees Six Lakhs Forty-One Thousand Four Hundred Thirty-Four only) in the form of BG/DD/BC/PO as well as duly signed Integrity Pact Agreement by the bidder and witnesses (also to be arranged by the bidder). (In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Group Nos. 711, 749, 781, 782, and 783 only shall become eligible for exemption from payment of tender fee/EMD. Such

	<p>bidder shall upload the scanned copy of valid certificate in preliminary bid.)</p> <p>b. Documents required under clause no. 2.2 of Section-III. For the purpose of realization, the bidder shall send the all above documents in original/attested copies to SE(M), DPA Within 7 days from the last date of opening of preliminary bid through post or by hand, without fail.</p>
Officer Inviting Bids	Superintending Engineer (M)
Bid Opening Authority	Superintending Engineer (M)
Address	<p>Superintending Engineer (M) Deendayal Port Authority CME Liaison Office 1st Floor A.O Building Gandhidham – 370210 Kutch – Gujarat</p>
Contact	<p><i>Phone: + 91-2836-220636</i> <i>Fax: + 91-2836-270184</i> <i>Email: mech.div.kpt@gmail.com</i> <i>Contact Nos. : 9437102351 / 9825303781</i></p>
Pre-Qualification Criteria for eligible bidders.	<p>The Tenderer shall fulfill the following pre-qualification criteria: -</p> <p>A. <u>Financial Eligibility:</u> Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least Rs.192.43 Lakhs certified by chartered accountant.</p> <p>B. <u>Technical Experience Eligibility:</u></p> <p>Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: -</p> <p>i) Three similar completed works, each costing not less than the amount equal to Rs. 256.57 Lakhs, or,</p> <p>ii) Two similar completed works, each costing not less than the amount equal to Rs. 320.72 Lakhs, or,</p> <p>iii) One similar completed work costing not less than the amount equal to Rs. 513.15 Lakhs.</p>

	<p>"Similar Works" means, experience in providing of Technical manpower services in any Govt. / Semi Govt. / PSU / Pvt. reputed organization.</p>
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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:

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)

**Superintending Engineer (M)
Deendayal Port Authority**

Section – I
Instruction to Bidders

A. GENERAL

1. Scope of Bid

- 1.1 The Supdt. Engineer (M), Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

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

3. Eligible Bidders

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

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV- Form – 1 to 6 to be submitted by Bidders with their bids.
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

- 4.1 The Bidders shall fulfill the following pre-qualification criteria: -

Sr. No.	Pre-Qualifying Criteria	Supporting Documents
<u>FINANCIAL QUALIFICATION</u>		
1	Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least Rs. 192.43 Lakhs certified by chartered accountant.	Turnover Certificate issued by the Chartered Accountant.
Sr. No.	Qualifying Criteria	Supporting Documents
<u>TECHNICAL QUALIFICATION</u>		
2	Experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following: - i) Three similar completed works, each costing not less than the amount equal to Rs. 256.57 lakhs, or, ii) Two similar completed works, each costing not less than the amount equal to Rs. 320.72 lakhs, or, iii) One similar completed work costing not less than the amount equal to Rs. 513.15 lakhs	A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done. A copy of the work order should also be submitted for which the bidder is submitting completion certificate.
3	"Similar Works" definition	"Similar Works" means, experience in providing of Technical manpower services in any Govt. / Semi Govt. / PSU / Pvt. reputed organization.
<p>Note:</p> <p>(i) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p>		

4.2 All bidders shall scan and forward the following information and documents with their bids.

- Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- Experience in works of a similar nature of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
- Duly filled Forms mentioned in Section – IV – From 1 to 6.
- PAN, Registration with GST, Provident Fund Authorities.

- g. EMD in form of Demand draft/Banker's cheque/Pay Order/ B.G.from Nationalized/Scheduled bank (except cooperative bank) and also having its branch at Gandhidham.
- h. Tender fee in form of Demand draft/Banker's cheque/Pay Order.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- k. Power of attorney (duly accompanied by resolution of Board in case of company).
- l. Qualifications and experience of key site management and technical personnel proposed for the contract.
- m. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (-Not Applicable-)
- n. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.
- o. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- p. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work
- q. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- r. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- s. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.
- t. Duly signed Integrity pact Agreement by the bidder and witnesses (also to be arranged by the bidder) to be submitted in preliminary bid.

- 4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
 - Record of poor performance such as abandoning the works, non – completion of the contract.

5. One Bid per Bidder

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

6. Joint Venture (-Not Applicable as per Clause No. 12 of Section-III-)

In case of association in the form of consortium or joint venture agreement, the

members of the association shall nominate one of the members as “lead partner” for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations thereafter (in case of award of contract). All the partners of the association must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. The contractors with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9 Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-9:

1.1.1 Bid Reference No. MS/WK/4059

- | | | | |
|---|--------------------|---|---------------------------------------|
| • | NIT | : | Invitation for Bids |
| • | Section I | : | Instruction to Bidders |
| • | Section II | : | General Conditions of Contract |
| • | Section III | : | Special Conditions of Contract |
| • | Section IV | : | Forms of Bid |
| • | Section V | : | Scope of Work |
| • | Section VI | : | Bill of Quantities |
| • | Section VII | : | Drawings |

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on-line E – Tendering process.

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- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents.

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

10.2 Pre-Bid meeting (-Not Applicable-)

- 1) The bidder or his official representative may attend pre-bid meeting to be held at Chamber of CME on xx.xx.2023 at 1500 hrs. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting. The bidders shall submit their queries in the tender on or before the pre-bid meeting date.
- 2) The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 3) Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
- 4) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 5) At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 6) Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Preliminary Bid:

- (i) E.M.D. Fees and Tender Fees

B) Technical Bid:

- (i) Qualification information in accordance to clause of **Eligibility Criteria** shall be

submitted.

C) Financial Bid:

- (i) Bill of Quantities duly filled and digitally signed by bidder.

13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 13.2 The prices shall be quoted inclusive of all taxes, duties, and other incidentals charges like transportation, loading, unloading, boarding & lodging etc. except GST and should remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

14. Currencies of Bid and Payment

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

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which no penal action will be taken against the bidder.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

16. Bid Security (Earnest Money Deposit-EMD)

- 16.1. The tender shall be accompanied by Earnest Money Deposit of Rs. 6,41,434/- (Rupees Six Lakhs Forty-One Thousand Four Hundred Thirty-Four only). Tender not accompanied with EMD shall not be considered & their technical and price bid will not be opened. The Earnest Money Deposit shall be submitted in the form of Bank Guarantee / Banker's Cheque/ demand draft / Pay Order drawn in favour of, Deendayal Port Authority, Gandhidham, payable at Gandhidham. For Bank Guarantee for EMD, it shall be issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham. The format of the Bank Guarantee for EMD is attached at Appendix-1 of Tender Document.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per

National Industrial Classification -2008 mentioned in the Group Nos. 711, 749, 781, 782, and 783 only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid. **It may be noted that exemption certificate issued by any other authority will not be entertained.**

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 8*) as per the tender clause and executing the agreement (in *Form 11*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be

communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

- 19.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

20. Submission of Bids

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

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

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office of Supdt. Engineer (M) within 7 days of opening of the tenders.

- 20.1 The envelopes shall be addressed to:

a) Superintending Engineer (M)

Deendayal Port Authority
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat
Email: mech.div.kpt@gmail.com

b) Bear the following identification:

Accompaniments for "Outsourcing of Technical Manpower & staffs for attending various technical projects & works of the department for the period of five years"

Bid referenceNo.**MS/WK/4059**

Name and address of the bidder.

21. Deadline of Submission of the Bids

- 21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than 10.03.2023 up to 1430 hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change has been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the Tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the Tenderer shall be liable for legal action for the lapses.

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any. The bidder can be disqualified from the bidding process of DPA for a period of 03 years, may result in the forfeiture of Bid security i.e. EMD.

24. Bid Opening

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

25. Clarification of Bids

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

26. Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid
 - (a) has been properly digitally signed,
 - (b) meets the eligibility criteria defined
 - (c) is accompanied by the required E.M.D fees and tender fees;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by the bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all

the terms, conditions and specification of the Bidding documents.

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

27. Evaluation and Comparison of Bids

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Engineer in Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

E. Award of Contract

28. Award Criteria

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

The employer, if so required, reserves the right to: (-Not Applicable-)

- a) split the work and award the work in favour of more than one contractor,
- b) award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

29. Employer's Right to accept any Bid and to reject any or all.

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

30. Letter of Acceptance:

The Chief Mechanical Engineer will issue the Letter of Acceptance (Form No.7) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work,

etc. will be mentioned in line with the tender conditions.

- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the employer and the successful bidder.

32. Contract Agreement:

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Acceptance.

- i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 11) for the due and proper fulfillment of the contract within 14 days (National Bid) 28 days (Global Bid) from the date of Letter of Acceptance.

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

32.3. The contract period shall be reckoned from the date of issue of Work-order to commence the work. Party has to submit the followings after issue of LOA as:

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership contractor, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the contractor, in such case, a certified true copy of the power of attorney/ letter of authority given by the contractor/ company to the signatory of the contractor is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

33. Performance Security

- 33.1 Security Deposit shall consist of Performance Guarantee to be submitted at award of Work. "Performance Guarantee should be 3% of the contract price which should be submitted in form of Bank Guarantee, or Demand Draft, issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance which will be refunded immediately not later than 14 days from completion of defect liability period.
- 33.2 Successful Bidder has to submit the Performance security as mentioned above within 21 days of receipt of Letter of Acceptance, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 33.3 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.4 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- 33.5 The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.6 The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Gandhidham.
- 33.7 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 33.8 In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.
- 33.9 The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 33.1 above.
- 33.10 If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee

34. Issue of Work Order

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

35. Time Schedule

The Contract shall be effective from the date of issue of Work-Order and the work shall be completed within specified completion period of 60 months. The same shall be extendable to further 24 months based on mutual consent, on same terms & conditions.

36. Corrupt or Fraudulent Practices

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

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

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

- a. **"Employer"** means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authorities Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, contractor, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Acceptance, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government, except GST.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.

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- j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
 - k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
 - l. **"Approved" or "Approval"** shall mean approval in writing.
 - m. **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
 - n. **"Day"** means calendar days, **"months"** are calendar months
 - o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
 - p. **"Material"** is all supplies, including consumables, used by the contractor for incorporation in the works.
 - q. **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

2.0 Use of Contract Document:

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

3.0 Change Orders:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work, (-Not applicable-)

e. Change in Location

- f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final. (-Not applicable-)
- g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects. (-Not applicable-)

4.0 Resolution of Dispute

- a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
- b) Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

5.0 Force Majeure:

- 5.1** In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2** If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor

shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

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

6.0 Compliance with Statutes, Regulations:

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

7.0 Payment Terms: (Modified as per Clause No. 4 of Section – III)

All payments shall be made in Indian rupees unless specifically mentioned.
95% monthly payment in respect of item executed/ supplied will be released after deducting 5% as retention money towards performance security.

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details: -

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank

-
- f. MICR code
g. Accepted for : -NEFT payment or RTGS payment
Declaration by the party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal
Declaration by the bank

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

Signature of the bank manager with the seal.

8.0 Insurance (superseded as per Clause no. 2 of Section-III):

8.1 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:

- a) loss of or damage to the works, plan and materials (-Not applicable-)
- b) loss of or damage to equipment (-Not applicable-)
- c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
- d) personal injury or death

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

8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,

8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item. (-Not applicable-)

8.5 During erection and till the work is completed and satisfactory taken over by the D.P.T after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor. (-Not applicable-)

9.0 Time Extensions: (Not Applicable)

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

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account e.g. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay in the prescribed format, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

10.0 Time is the essence of the contract: (-Not applicable-)

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

11.0 Liquidated Damages (Superseded as per Clause No. 8 of Section-III):

- 11.1** In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price. (-Not applicable-)
- 11.2** The employer, if satisfied that the works can be completed by the Agency within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value. (-Not applicable-)
- 11.3** The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the Agency to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4** The employer, if not satisfied with the progress of the contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5** In the event of such termination of the contract as described in clauses (11.3) or 11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%)

of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.

- 11.6** In case part / portion of the work can be commissioned and part operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value. (-Not applicable-)

12.0 Variations:

12.1 Variation in Conditions of Contract:

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

12.2 Variation in Quantities of Schedule – B

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

13.0 Acceptance (-Not applicable-)

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

14.0 Guarantee: (-Not applicable-)

- 14.1** The warranty period shall be valid up to six/ twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).
- 14.2** The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15.0 Taxes

GST:

The bidder shall quote the price exclusive of GST. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of required document as per prevailing rules as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable, if any, shall be borne by the bidder. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the bidder as per the applicable laws.

Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

Deduction of Income-Tax:

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

Rate &Tax:

The rates quoted by the contractor shall be deemed to be inclusive of the excise, other taxes, duties etc., but exclusive of the GST (CGST & SGST), which the contractor will have to pay for the performance of the contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

16.0 Deduction:

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

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

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

16.4 (- Deleted -) **(-Not Applicable as per Clause No. 12 of Section-III-)**

17.0 Subcontracts:

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

18.0 Idle Charges: (-Not applicable-)

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.

19.0 Personal Protective Equipment (PPE):

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

20.0 Conduct:

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

21.0 Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the E-I-C.

22.0 Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

23.0 Termination:

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

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

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

23.3 The Board will pay the Contractor, for all the items that are completed, and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

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

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

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

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

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- e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
 - f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
 - g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

23.7 DPA reserves the right to terminate the contract by giving 90 days' notice due to deployment of DPA staff as per the KPMG report

24.0 Arbitration Clause:

- (I) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- (II) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.
- (III) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (IV) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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

-
- (V) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (VI) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (VII) 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.
- (VIII) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.
- (IX) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (X) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (XI) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (XII) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XIII) 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.
- (XIV) 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.
- (XV) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25.0 Indemnification:

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

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

26.0 Engineer-in-Charge or his nominee's Decisions

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

27.0 Delegation

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

28.0 Communications

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

29.0 Personnel

- 29.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- 29.2** If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

30.0 Employer's Obligation (superseded as per Clause no. 7 of Section-III)

-
- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its own cost.
 - (ii) The employer will not provide Port Authority Quarters on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract.
 - (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
 - (iv) Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract
 - (v) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

31.0 Queries about the Technical Data

The Engineer-in-Charge or his nominee will clarify queries on the Technical Data.

32.0 Approval by the Engineer-in-Charge or his nominee.

The Contractor shall submit the Make of material, equipment's and specifications & drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work. All drawings prepared by the contractor for the work, if any, are subject to prior approval by the EIC before procurement/ execution.

33.0 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

34.0 Access to the site (-Not applicable-)

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

35.0 Instructions

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

36.0 Safety

The Contractor shall be responsible for the safety of all activities on the Site.

37.0 Identification of Defects (-Not applicable-)

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

38.0 Correction of Defects (-Not applicable-)

38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39.0 Uncorrected Defects (-Not applicable-)

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

40.0 Employer's right of Rejection: (-Not applicable-)

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

41.0 Removal of Rejected goods: (-Not applicable-)

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42.0 Use of Contract Document:

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

43.0 Memorandum of Settlement:

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

44.0 Deviations: (Pl. refer Clause No. 10 of Sec-III, for continuation of this clause)

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

45.0 Approvals: (-Not applicable-)

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

46.0 Third Party Inspection: (superseded as per Clause no. 13 of Section-III)

- i. The Third-Party Inspection Agency shall be arranged by DPA and cost of Third-Party Inspection mentioned below shall be borne by DPA.
- ii. The Third-Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's work/ site, dispatch clearance from manufacturer's work, certification for releasing payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- iii. The Third party shall carry out inspection of work as per tender specification/ relevant standard.
- iv. The stage payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per Payment Terms.

47.0 Bar Chart (-Not Applicable as per Clause No. 12 of Section-III-)

The Agency shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

48.0 Engagement of labour:

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

49.0 Police verification of contract labour

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

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

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

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

a) Submission of Labour Reports by Every Fortnight: (-Not applicable-)

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default

or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

- b) No labour below 14 Years:** No labour below the age of 14 (fourteen) years shall be employed on the work.

50.0 Registers to be maintained at site (-Not applicable-)

1. Site order Book

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

2. Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer in Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

51.0 No damage, hindrance or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

52.0 Tools & Tackles: (-Not applicable-)

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The employer shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

53.0 Hot work (-Not applicable-)

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the Tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

54.0 Indian Dock Safety Regulations

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

55.0 Valid Electrical Contractor License and Electrical Supervisor Certificate: (-Not Applicable- as mentioned in Clause No. 12 of Section-III)

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.

The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & **Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector** No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt.

56.0 Action where no Specifications are specified

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

57.0 Undertaking by the Contractor:

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

58.0 Labour License: (-Not applicable-)

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

59.0 Integrity Pact

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Shri S K Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.), have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

Shri S K Sarkar, IAS (Retd.),
B-104, Nayanara Aptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
E-mail: sksarkar1979@gmail.com

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

The bidder (witnesses sign also to be arranged by bidder) has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agree form enclosed) in preliminary bid along with the Tender Fees and EMD, failing which the bid shall be considered non responsive. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach the Superintending Engineer (M), within 7 days of opening of the tender failing which tender shall be considered irrelevant.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION-III SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and /or amend the General Conditions of Contract as mentioned against the clause. Wherever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. Order Acceptance:

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

2. Insurance:

(This clause is in supersession of clause no. 8 of Section-II)

- 2.01 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk viz., personal injury and death. All manpower to be posted at Kandla/ Gandhidham/ any other site shall be insured under the Workmen Compensation Act.
- 2.02 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 2.03 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee.
- 2.04 It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel & to ensure that the work is carried out in such manner that maximum safety to personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.
- 2.05 No claim/compensation of whatsoever nature shall be entertained by the D.P.A for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials. Contractor is required to get insurance for his staff and property at own cost.

3. Contract Prices:

- 3.01 The rate for the Outsourcing of Technical Manpower & staffs for attending various technical projects & works of the department shall be quoted as per Schedule-B in the price bid document and shall not be subject to any escalation for any reason whatsoever.

3.02 The rates quoted shall be inclusive of lodging & transportation, insurance, all facilities mentioned in the scope of work to be provided to the deployed professionals, and all statutory levies excluding GST and shall remain final till satisfactory completion of entire work at Deendayal Port Authority as per terms and conditions of the contract.

3.03 The rate quoted shall not be variable due to amendment of tax laws or on account fresh taxes, levies, duties by the Central / State Govt. or any local authority etc. except GST tax.

3.04 The Services provided by the agency shall be inclusive of all except GST and no extrapayment shall be entertained.

4. Payment: The clause no. 7 of Section-II is superseded as under:

4.1 All payments shall be made in Indian rupees unless specifically mentioned.

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details: -

Bank Payment Agreement Form

a. Name of Party

b. Account No.

c. Branch Name

d. Branch Station

e. IFSC code of the bank

f. MICR code

g. Accepted for:-NEFT payment or RTGS payment Declaration by the

party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

4.2 No Advance payment will be made.

4.3 The Services provided by the Manpower Service Provider agency shall be inclusive of all as per scope and no extra payment shall be entertained. However, if the approved staff deployed by the Service Provider has to go out of station for

Inspection & testing etc. with the approval of Engineer-In-Charge, necessary T.A. & D.A., applicable for entry level Class II officer of Deendayal Port Authority, will be reimbursed by DPA on submission of all required evidences & documents.

- 4.4 The personnel engaged by the Service Provider shall be employee of the Service Provider and it shall be the obligation of the Service Provider to pay their salary by EDI within 10th of every month by the Service Provider.
- 4.5 All payments shall be made in Indian rupees.
- 4.6 The Service Provider will submit the bill in triplicate in the 1st week of following month for payment with reference to rates quoted in the price bid per month or revised rate, as the case may be. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the manpower. The normal time to make payment by this Port is 15 days from the date of receipt of bill in full shape.
- 4.7 100% monthly payment will be released after calculated deductions, if any.
- 4.8 Payment shall be made on monthly basis through RTGS against submission of bills in triplicate during the contract. Income tax and surcharge and any statutory deduction thereon at applicable rates shall be made at source.
- 4.9 The Service Provider should submit the bill every month along with the details of payment to the engaged staffs viz., Name of the employee, Gross Salary, lawful Deductions, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The Service Provider must certify that the payment to the employees provided by him have to be credited to concerned individual bank account.
- 4.10 Payments to the Service Provider would be strictly on certification by the office that his services were satisfactory and attendance as per the requirements of deployment as per the subject tenders.
- 4.11 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the Agency to the Board under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.
- 4.12 If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

5. Contract Period:

- 5.1 The contract for Manpower supply will be for 60 months from the date of issuance of work order, and same is extendable for one more year on same rate &

conditions of 5th year on mutual consent.

- 5.2 Any notice to the agency shall be deemed to be sufficiently served, if given or left in writing or email at his usual or last known place of abode or business.
- 5.3 The service provider should confirm that there is no conflict of interest on the part of him and on the part of the deployed manpower's in performing the work, and has to submit an 'Undertaking' regarding the same.
- 5.4 The deployed staffs are obliged to assist Deendayal Port Authority their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property/personnel.
- 5.5 DPA reserves the right to increase / decrease the quantum of assigned work.

6. Rejection:

Substitution, changes or delays shall not be accepted unless confirmed by DPA. Rejected materials, if any, shall have to be collected from site within one week after receipt of intimation.

7. Port Obligation (Clause no. 30 of Section-II is replaced as under)

- 7.01 Administrative support only, for obtaining clearance from any statutory authority, if any, shall be provided by the employer.
- 7.02 The employer will provide Port Authority Quarters on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behavior, intoxication etc. in the port quarter shall be liable for cancellation of the same.
- 7.03 Facilitating for issue of port entry passes to the staff engaged by successful bidder and their vehicles during the period of contract
- 7.04 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

8. Liquidated Damage & Penalty (Clause No.11 Section-II is superseded as under):

- 1. In case of availability of any deployed manpower is less than as mentioned in Cl. 1.22 (b) of Sec-V, a penalty at the rate of Rs. 4,000 per person per day for the Sr. Nos. 1 to 4 category persons of Cl. No. 1.03 of Sec-V and Rs. 2,500 per person per day for the Sr. Nos. 5 to 7 category persons of Cl. No. 1.03 of Sec-V will be levied as penalty. This penalty shall be apart from non-payment of proportionate rate as quoted in Schedule –B for unauthorized absence period.
- 2. Penalty at the rate of Rs. 1,250 per person per day for the Sr. Nos. 1 to 4 category persons of Cl. No. 1.03 of Sec-V and Rs. 750 per person per day for the Sr. Nos. 5 to 7 category persons of Cl. No. 1.03 of Sec-V shall be levied in case of any report of non-performance/ non-satisfactory work of the deployed professionals.

9. –Deleted–

10. Deviations: (Kindly read with clause no. 44 of Section-II)

If the justifications submitted by the agency is not acceptable to the port, shall be withdrawn by the Agency, otherwise, the same shall be liable to the rejection of the bid.

11. Work-Order shall be sent through Email/Fax/Post. All mode of dispatch shall be treated as valid for the purpose of date of receipt.

12. The clause no. 06,10.2 of Section –I, 3(d), 3(f), 3 (g),9,10,13,14, 16.4,18,34,37 to 41,45,47,49 (a),50, 52,53, 55 & 58 of Section-II, clause no. 09 of Section-III are **deleted and not applicable.**

13. Third Party Inspection: (Clause no. 46 of Section-II is replaced as under)

- i. The Third Party Inspection Agency (TPIA) shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
- ii. The Third Party shall carry out inspection of Staff-profile as per tender conditions/ specification.
- iii. The TPI agency shall also inspect the conditions of scope of work as per the requirement for the deployed professionals.
- iv. The monthly payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the payment as per Payment Terms.

14. If applicable, the contractor shall be registered under the Building and Other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

Format No.	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact Agreement

Part – II

To be used by successful Bidder

Format No.	NAME OF FORMS/FORMAT
7	Letter of Acceptance
8	Specimen bank guarantee of Performance Guarantee/Security Deposit
9	Letter of authority from bank for all BGs
10	Bank Payment Agreement Form
11	Agreement form
12	Format of Extensions (Part – I)
13	Format of Extension (Part-II)
Appendix -I	Specimen of BG of Bid Security / EMD

SPECIMEN OF APPLICATION

(Form-1)

(To be executed on bidder's letter head)

(To be executed on bidder's letter head)

The Supdt Engineer (M),
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **MS/WK/4059**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture
- (f) Our contractor, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
 - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
 - II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of Tenderer]

Dated on _____ day of _____, _____ (insert date of signing)

Specimen format for Pre-qualification of bidders

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to Tenderer.

1. Only for individual bidders

- 1.1 Constitution of legal status of Bidder (Attach copy)
- Place of registration:
 - Principal place of business
 - (power of attorney of signatory of Bid (Attach)

2. Turnover of the Contractor

Description	Year	Turn over
(insert the year as per PQC)	2019-2020	
i.e. last three financial years ending 31st	2020-2021	
march of the previous year as certified by	2021-2022	
Chartered Accountant		

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during last three year ending of the previous financial year.

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 7 years.	2015-2016		
	2016-2017		
	2017-2018		
	2018-2019		
	2019-2020		
	2020-2021		
	2021-2022		

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information.

4. Information on litigation history in which the bidder is involved.

Other party (ies)	Port	Cause of dispute	Amount	Remark involved showing present status.

5. Additional information bidder may like to submit

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

Dated on _____ day of _____, _____ (insert date of signing)

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

The Supdt Engineer (M),
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

Ref: _____ (Project title)

Sir,

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

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

Date: _____

Place: _____

Name of Applicant:

Represented by (Name
& capacity) _____

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**

(To be executed on Rs.300/- non Judicial Stamp Paper)

The Supdt Engineer (M),
CME Liaison Office
1st Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

Dear Sir,

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

We confirm that we shall be bound by all and whatsoever our said signatory shall commit. We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

[specimen signature]

Yours faithfully,

Signature:
Name & Designation:
For & on behalf of:

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

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

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

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

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)
Dated on _____ day of _____, _____ (insert date of signing)

SPECIMEN LETTER OF INTEGRITY PACT
(To be executed on Rs. 300/- non-judicial stamp paper)

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(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and 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 tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (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 IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) 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(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) 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(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), 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 of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) 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 transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) 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 / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) 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 / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request

the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding 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.

- (7) 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 or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

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 6 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. Side agreements have not been made.
- (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.

-
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : Gandhidham

Date : ____/____/20____

Witness-1:

(Name & Address) _____

Witness-2 :

(Name & Address) _____

LETTER OF ACCEPTANCE

(On letter head paper of the port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sir,
Sub: Tender No.
Title of Tender
Ref: Your Bid Dated
And (list of correspondence with the Bidders)

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

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.

Detailed letter of acceptance will follow.

The Engineer-In-Charge for the work shall be Shri _____, _____.

Please acknowledge receipt.

Yours faithfully

Authorized signature
Name and title of signatory

Deendayal Port Authority

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE
GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,
The Board of Authorities of the Port of
Kandla, Deendayal Port Authority
A.O. Building, P.O. Box No.50,
Gandhidham -Kutch.

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors 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 amount 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 the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____ (Name of Bank and Branch), undertake to pay to 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 a valid discharge of our liability for payment there under and the Contractor(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 _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract 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 powers exercisable by the board against the said Contractors 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 contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors 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 _____ only);

(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)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 21

For (Name of Bank)
(Name)
Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

The Supdt Engineer (M),
CME Liaison Office
1St Floor A.O Building
Gandhidham – 370210
Kutch – Gujarat

Date:

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

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. _____ validity for expiry up to date _____ and claim expiry date up to _____. We also confirm 1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Office

Bank Payment Agreement Form

1. Name of the Party : _____
2. Account No. : _____
3. Branch Name : _____
4. Branch Station : _____
5. IPSC Code of the Bank : _____
6. MICR Code : _____
7. Accepted for : NEFTPayment
OR
RTGS Payment

➤ **Declaration by the Party: (Given on the Letter Head of the Company)**

I / We hereby declare that the above information furnished by me is correct and DPA is required to pay my / our dues to this Account for this Work / Supply Order is concerned.

Signature of the Party
Seal of the Company

➤ **Declaration by the Bank: (Given on the Letter Head of the Bank)**

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

Signature of the Bank Manager

DEENDAYAL PORT AUTHORITY
FORM OF AGREEMENT (FOR EXECUTION OF WORK)

(to be executed on Rs.300-non-judicial stamp paper)

[the successful bidder shall fill in this form in Accordance with the instructions indicated]

This agreement made of this _____ day of _____ Two Thousand Twenty Two between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and _____ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of _____

_____ And
 whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of BG/DD for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS: -

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
 - i) Notice inviting tender.
 - ii) Technical specifications.
 - iii) Special conditions of contract.
 - iv) Tender submitted by the Contractor.
 - v) The Board's "Drawing".
 - vi) The schedule items of work with quantities and rates.
 - vii) Any correspondence made between the Superintending Engineer (M) and the Contractor after opening of the Cover-I—as regards to contain clarifications/details called for vice versa.
 - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'.
 - ix) Bank Guarantee for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of: -

Witness

1. Name & Address _____ Signature of Contractor
Seal

2. Name & Address _____
Seal

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

1. _____

2. _____ (Chief Mechanical Engineer)
Deendayal Port Authority

The common seal of the Board of Authorities of the Port of Kandla affixed in the presence of:

Secretary
Deendayal Port Authority

Deendayal Port Authority
Form of application by the Contractor for seeking extension of time
Part – 1

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
 - (a) 1st extension vide EE's No. Dated Month Days
 - (b) 2nd extension vide EE's No. Dated Month Days
 - (c) 3rd extension vide EE's No. Dated Month Days
 - (d) 4th extension vide EE's No. Dated Month DaysTotal extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - (a) Serial No.
 - (b) Nature of hindrance
 - (c) Date of Occurrence
 - (d) Period for which it is likely to last
 - (e) Period for which extension required for this particular hindrance
 - (f) Overlapping period if any, with reference to item.....
 - (g) Net extension applied for
 - (h) Remarks, if any.Total period on account of hindrance mentioned above.....
Month..... Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12

Submitted to the Sub-Divisional Officer.....

Signature of Contractor
Dated:

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME

PART II

(To be filled in by the Sub-Divisional Office)

1. Date of receipt of application from Contractor for the work of...in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his Nodated
3. Remarks of S.D.O.
(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Dated:

(To be filled in by the Executive Engineer)

1. Date of receipt in the Divisional Office.
2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
 - (1) Serial No.
 - (2) Nature of hindrance
 - (3) Date of occurrence
 - (4) Period for which hindrance is likely to last
 - (5) Extension of time applied for by the contractor
 - (6) Overlapping period, if any, giving reference to items which overlap.
 - (7) Net period for which extension is recommended
 - (8) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Executive Engineer's recommendations:
(The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical

EngineerDate

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- non Judicial Stamp Paper]

(Bank's name and address of Issuing Branch or Office)

Beneficiary's Bank details are as under:

Account No 10316591671

ISFC Code: SBIN0060239

Beneficiary: _____ (Name and Address of Employer/Board)

Date: _____

Tender Guarantee No.: _____

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

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

(a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

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

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

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

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

[Signature(s)]

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

SECTION-V

Scope of Work of the Contract

1.01 Deendayal Port Authority (DPA) intends to engage engineering professional from recognized Manpower providing Agency/ Service provider, having experience in supplying of technical manpower professionals.

1.02 **SCOPE OF WORK:** The broad scope of work for the Manpower providing agency includes deployment of 11 Nos. experienced professionals under Mech. Engineering Department to look after the projects & works during the tendering & execution period for the various works of Sprinkle system at 34 Hectare area, New Firefighting facilities to be installed at Oil Jetties, Auxiliary equipments at jetties like QRMHs, Gangways etc., Mechanization/ Modernization/ Upgradation projects, PPP projects, and other projects & works of the department. The deployed staffs will be posted under various project In-charges of Mech. Engg. Deptt., to look after the assigned works. The broad role and functions (not limited to) of the Manpower providing Agency/ Service provider shall include the following:

1.03 Qualifications & Experience of Technical staffs to be deployed:

Sr. No. & Technical Personnel at the level of:	Qualifications	Minimum Experience	Maximum Age limit	Number of staffs required
1. Engineering Project Manager(Mech.)	Degree or its equivalent / diploma in Mechanical Engineering with First Class.	Fifteen /Eighteen years' experience in the profession in a reputed organization or Retired from any Govt. / Semi Govt. / PSU /Pvt. reputed organization. *	65 years.	1
2. Engineering Project Manager(Elect.)	Degree or its equivalent / diploma in Electrical Engineering/ Electrical & Electronics Engineering,	Fifteen /Eighteen years' experience in the profession in a reputed organization	65 years.	1

	with First Class.	or Retired from any Govt. / Semi Govt. / PSU /Pvt. reputed organization. *		
3. Engineering Assistant (Elect.) (Category-1)	Full time degree/ diploma in Electrical Engineering/ Electrical & Electronics Engineering or equivalent, with First Class.	Seven / Nine years' experience in the profession in a reputed organization *	45 years.	1
4. Engineering Assistant (Mech.) (Category-1)	Full time degree/ diploma in Mechanical Engineering or equivalent with First Class.	Seven / Nine years' experience in the profession in a reputed organization *	45 years.	1
5. Engineering Assistant (Mech.) (Category-2)	Full time degree/ diploma in Mechanical Engineering or equivalent with First Class.	Five / Seven years' experience in the profession in a reputed organization *	40 years.	2
6. Engineering Assistant (Elect.) (Category-2)	Full time degree/ diploma in Electrical Engineering/ Electrical & Electronics Engineering or equivalent, with First Class.	Five / Seven years' experience in the profession in a reputed organization *	40 years.	2
7. Multi-Tasking Staff (MTS)	Full time degree/ diploma/ graduate or equivalent in	Three years' experience in a reputed organization *	40 years.	3

* e x p e r i e n e * e x p	any of stream with First Class.	Good command on computer applications i.e. SAP, MS office, Emails etc. and having fluent computer office works skill with a speed of minimum 20 words / minute.		
* *experience in estimation, tendering/ project execution/supervision of projects, if available, in Electrical / Mechanical Engineering works will be preferred.				

The contractor has to submit documentary evidence i.e., appointment/ experience letters/ salary slips/ bank statements, and, notarized qualification and experience declaration based on relevant documents etc. with respect to the mentioned experience against each staff before deployment.

1.04 Broad roles and functional requirements of the staffs (not limited to): -

a) Engineering Project Manager (Mech. & Elect.)

- Working collaboratively by sharing specialist knowledge amongst team, whilst championing and actively participating in relevant levels.
- Monitoring and coordinate with subordinates for the assigned work as per Tender condition and expedite the work in time-bound manner.
- Achievement of the milestone of the assigned work in time bound manner
- Guiding subordinates in the facility for efficient utilization.
- Guide subordinates for efficient planning, execution, and O&M of the work-area.
- Check, and verify proposals for Expression of Interests, proposals for estimate & DTPs for the new assigned works.
- Checking the Design and drawings of the plant and machineries with actual and comment on deviations, if any.
- Coordination between DPA and the contractor for the optimum execution of the work.
- Monitoring and over viewing supervision of the equipment's and plant/machineries.
- Record & schedule the Repair and Maintenance of the plant and equipment's and plant/machineries.
- Supervision of O&M of the assigned work.
- Guiding subordinates in the facility for efficient utilization.
- Maintain records of work and O&M of the assigned work area.
- Other works assigned by DPA.

b) Engineering Assistant (Mech./ Elect.) (Category-1):

- Draft & verify proposals for Expression of Interests, proposals for estimate & DTPs for the assigned works.
- Monitoring the assigned work as per Tender condition and expedite the work in time-bound manner
- Achievement of the milestone of the assigned work in time bound manner.
- Checking the Design and drawings of the plant and machineries with actual; and comment on deviations, if any.
- Identifying the bottlenecks of the assigned work area and efficient resolving of the same.
- Guiding subordinates for efficient work execution
- Coordination between DPA and the contractor for the optimum execution of the work.
- Monitoring and over viewing supervision of the equipment's and plant/machineries.
- Record & schedule the Repair and Maintenance of the plant and equipments and plant/ machineries.
- Supervision of O&M of the assigned work.
- Guiding subordinates in the facility for efficient utilization
- Maintain records of work and O&M of the assigned work area
- Guide subordinates for efficient planning, execution, and O&M of the work-area.
- Data feeding, draft proposal, templates for ERP, SAP, e-office system of DPA for the works.
- Other works assigned by DPA.

c) Engineering Assistant (Mech./ Elect.) (Category-2):

- Supervise the assigned work as per Tender condition and expedite the work in time-bound manner.
- Supervise the Achievement of the milestone of the assigned work in time bound manner
- Checking the Design and drawings of the plant and machineries with actual and comment on deviations at site.
- Timely execution of the assigned works.
- Guiding staffs for operations and R/M works.
- Physical Stock record of the items for the project/ operations & R/M works.
- Feedback for increasing output & efficiency of the assigned work area.
- Assist superiors for efficient planning, execution, and O&M of the work-area.
- Data feeding, draft proposal, templates for ERP, SAP, e-office system of DPA for the works.
- Other works assigned by DPA.

d) Multi-Tasking Staff (MTS)

- Physical & online maintenance of records of section.
- ERP, SAP & e-office draft entry template/ attachment as per requirements.
- Site visits & reporting on the project progress as per the requirements.
- General cleanliness & upkeep of the Section/Unit.
- Carrying of files & other papers within the building.
- Photocopying, sending of FAX etc.
- Other clerical & non-clerical work in the Sections/Unit.

- Record & schedule the Repair and Maintenance of the plant and equipments and plant/machineries. And keeping record of same in computer, if required.
- Assisting in routine office work like diary, dispatch etc. including on computer works.
- Delivering of Dak (inside & outside the building).
- Tracking & record of file, proposals, bills etc. movements of the deployed section.
- Other works assigned by DPA.

The above list of roles and functional requirements is only illustrative and not exhaustive. Deptt. is free to add to the list, duties of similar nature ordinarily performed by officials at this level.

1.05 COMPLIANCE WITH ESI ACT 1948:- The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948) latest amendments:

- (i) The contractor should have the ESI code (if applicable to region). The contractor should submit the ESI code number and confirm the payments made by them.
- (ii) The claims of ESI contribution shall be admitted as per actual submission of documentary proof of payment made to ESI towards employers' contributions.

1.06 EMPLOYEES PROVIDENT FUND ACT 1952 latest amendment:

- (i) The contractor should have the EPF code. The contractor should submit the EPF code number and confirm the payments made by them.
- (ii) The Contractor has to comply with all provisions contained in EPF and Miscellaneous Provision Act, 1952 latest amendment.
- (iii) The employers' contribution made towards EPF shall be admitted as per actual submission of documentary proof along with full details of manpower deployed on regular basis.

1.07 IDENTITY CARDS / ENTRY PASSES: - The contractor should arrange for providing identity cards/entry passes / to his / her own employees which should be got countersigned by the Port Authorities. The Service Provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

1.08 The Service provider agency shall provide the office working aids like suitable latest version laptops, dairy, stationaries etc. for the work & protective safety (as applicable) devices such as hand gloves, ear-plugs, safety shoes etc. as applicable and shall also maintain the same to all the deployed personnel for smooth working environment, at his own cost. DPA shall not be responsible for the same.

1.09 CONTRACT LABOUR ACT: - Tenderer shall comply with all necessary regulations of Contract Labour (Regulation and Abolition) Act, 1970 and 1971.

1.10 ACCIDENT OR INJURY TO WORKMEN: The Port shall not be liable for any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified DPA against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 1.11 EMPLOYMENT CONDITIONS: The persons deployed by the Agency should be free from any adverse remarks in any Police records/Criminal cases are pending against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending, which will be got verified by the Service Provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department by the service provider. The Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- 1.12 Attendance details for contractual employees shall be maintained by DPA and the documentary proof of the same should be furnished alongwith the monthly bill to the Engineer-In-Charge.
- 1.13 The personnel deployed by Service Provider shall be deputed for the work assigned by the Officers of DPA within the area of DPA including Kandla, Vadinar, Gandhidham etc. from time to time as per the requirement of Mech. Engg. Deptt. The deployed staffs shall be responsible for charge and care of DPA's money, goods and stores and all other property that may be entrusted on him and he will be accountable for the same.
- 1.14 The personnel deployed under the Contract should be good in public relations and while handling the assigned work, their actions shall promote goodwill and ensure discipline, integrity and enhance the image of this Port. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 1.15 The service provider shall initially deploy the mentioned personnel as per the qualifications & experience requirement for the work with the required documents mentioned elsewhere in the terms & conditions by submitting a Notarized undertaking in the regard and shall report to E-I-C. The E-I-C in later stage after observation of the performance of personnel, may ask for replacement of any deployed personnel in writing as per relevant clause based on non-satisfactory performance of the deployed personnel, if any.
- 1.16 The Port may request the Service Provider to dismiss or remove from the work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct, because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct etc. upon receiving written notice and Service Provider shall replace the personnel within two weeks.
- 1.17 Port shall not be liable for any loss, damage, theft, accident, burglary or robbery of any personal belongings, equipment or vehicles, of the personnel of the service provider. The Service Provider shall indemnify any loss/ damage occurring to the Port / Port properties. The complete responsibility for safe working of the deployed staffs will be borne by the Service Provider. Contractor has to provide copy of Personal Cover Insurance. In case of accident/police case/ court cases, sole responsibility will be of contractor. Notarized self-declaration to make the clause effective shall be submitted before the commencement of the work.
- 1.18 The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and

administrative / organizational matters as all are of confidential/secret nature that can attract legal action.

1.19 The persons deputed shall not be below the age of 25 years and maximum age of person should be as mentioned in Qualifying criteria in respect of all categories and they shall not interfere with or disturb the duties of the employees of the Port.

1.20 The Service Provider shall ensure proper conduct of the deployed person in office premises, and enforce prohibition of consumption of alcoholic drinks, guthka-paan, smoking, loitering without work and comply with Port rules and regulations including the requirement of ISO 9001 and EMS 14001.

1.21 STATUTORY PROVISIONS:

- (i) The transportation, food, medical and other statutory requirement under the various Acts / Govt. Regulations in respect of each personnel of the Service Provider will be the responsibility of the service provider. This shall include all statutory payments as applicable from time to time.
- (ii) Recruitment and appointments of a personnel should be made only by the Service Provider, and the DPA shall not be responsible for party to any dispute that may arise between the Service Provider and the contract personnel.
- (iii) The Service Provider is the employer of the personnel under all labour legislation including Industrial Disputes Act, 1947 etc.
- (iv) The Service Provider is totally responsible for making any payments as may become applicable to the staff employed by them under the provisions of the Employees' compensation Act, 1923. Service provider shall also take care of Annual Increments & Bonus during festival to the deployed personnel within the quoted price for the work.
- (v) All statutory obligations like EPF, ESI compensations for accidents of any kind or any other payments totally rest with the said contract and if Service Provider fails to recover and remit along with contributions, DPA shall deduct the same from Administrative charges payable to the Service Provider and remit the same to the prescribed authorities on Service Provider behalf.
- (vi) The person deployed by Service Provider shall not claim any benefit/ compensation/ absorption/ regularization of services in DPA under the provision of Industrial Disputes Act, 1947, Contract Labour (Regulation & Abolition) Act, 1970 or any other act. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office. The persons so deployed shall be under the control and responsibility of the Agency and Port has no liability what so ever in this regard.
- (vii) The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and Acts that may be passed in future either by the State or the Central Government or local authority. Also, the minimum wage rate as stipulated by the state Govt./Central Govt. is to be followed by the Service provider.

1.22 WORKING HOURS:

- a) Working hours will be 8 hours between 10.00 A.M. and 6.00 P.M. including half hour lunch break normally from 1.30 p.m. to 2.00 p.m. If required, the persons will be required to attend duty on shift basis (8 hours per shift). If the persons actually work for four hours or below eight hours, the salary will be paid for half day wages. No

grace time will be allowed to any persons in respect of check in / checkout in Attendance register on any account.

- b) The Full attendance per person per month except Port closed holidays & Sundays will be required for the deployed manpower's. As per Contract employee act & other prevailing rules, each person shall be allowed to avail 12 nos. Casual Leave per year subject to prior intimation/ approval. The service provider shall maintain a register of Leave-record of all the staffs engaged by the contractor for the work, and get it signed by the E-I-C every month. Also, if required, in case of exigency and with prior intimation, the contractor has to deploy the substitute person against the person on leave. Full payment shall be paid to the personnel during the mentioned & pre-approved 12 days leave period.

- 1.23 The Service Provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office. Also, the Service Provider shall provide a substitute, if required by Port, well in advance if the person deployed is on leave and the Port will not bear any additional cost for such substitute.
- 1.24 The Service Provider shall be accessible at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the Department to the Service Provider shall be acknowledged immediately on receipt on the same day. The Service Provider will ensure every day that the stipulated manpower has been complied with.
- 1.25 By mutual consent, additional manpower as per the project requirements, if required by the port, shall be supplied at the same rates & conditions for the present tender.
- 1.26 Documents to be submitted by the Successful Service Provider before deployment of manpower:
 - (i) List of manpower shortlisted by Service Provider for deployment in the DPA containing full details i.e. Date of birth, marital status, educational qualification, Bio Data of all persons alongwith copies of all available certificates Photo ID Card provided by the Service Provider.
 - (ii) The contractor has to submit documentary evidence i.e., appointment/ experience letters/ salary slips/ bank statements, and, notarized experience declaration based on relevant documents etc. with respect to the mentioned experience against each staff before deployment.
 - (iii) The Contractor has to submit (on the day of acceptance of Work-order) a copy of valid Identity Card of the engaged staffs issued by State or Central Government Authority of India and also has to submit verified valid address proof of home-town/ permanent address.
- 1.27 All boarding, lodging & transportation cost should be solely bear by the contractor. The deployed staffs may avail of the facility of minimal accommodation (unfurnished) in DPA quarter type E or F on payment of license fee / rent, as applicable depending upon availability. Electricity & water charges shall have to be borne by the candidate as per actuals. Also, any nuisance or unsocial behavior in DPA-Colony will be liable to cancellation of accommodation.

Other General Conditions:

- 1.28 The personnel to be deputed/posted should be capable to perform duties & responsibilities mentioned under "Scope of Work".
- 1.29 AMBIGUITY: Should there be any ambiguity or doubt as to the meaning of the tender clauses/condition, if any further information is required, the matter should immediately be referred to DPA in writing whose interpretation shall be final and binding.
- 1.30 Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode or business.
- 1.31 The service provider should confirm that there is no conflict of interest on the part of him and on the part of the deployed engineers / other personnel in performing the work, and has to submit an 'Undertaking' regarding the same.
- 1.32 Information relating to the Designs, Drawings, Materials, Details related to the execution of the work and any other information provided by Deendayal Port Authority to service provider to perform the scope of work, shall not be disclosed by the service provider to any person. The service provider shall treat all information confidential and shall not divulge any information unless it is directed to do so by any statutory entity that the power under law to require its disclosure or is to enforce or assent any right or prevalent of the statutory entity and/ or Authority.
- 1.33 The deployed staffs are obliged to assist Deendayal Port Authority for cross verifying the quality of the materials/ work of tender under consideration by carrying out inspection, testing, audit, verification of site records and its certification and any other means required in this connection.
- 1.34 Service Provider is required to suggest various measures for achieving optimum quality in various works, to sort out all problem regarding quality, during the course of execution and to give proper suggestions.
- 1.35 DPA reserves the right to increase/ decrease the quantum of work.
- 1.36 DPA reserves the right to cancel the work contract with 3 months' notice period on the grounds such as un-satisfactory work, un-due and inordinate delay in providing services / reports/or any other reasons etc. during the execution of work.
- 1.37 Correction, if any, should be signed / initialed, white ink corrections are not allowed and may lead to rejection of offer.
- 1.38 All the rules and regulations governing DPA will be applicable.
- 1.39 The Service Provider should strictly follow all statutory rules & regulations like labour laws, insurance, safety norms & regulations, Dock Safety Regulations etc. The service provider will be held responsible for any violation of the same. The set of such conditions (regulation) is available with Welfare Officer/Safety Officer Deendayal Port Authority.
- 1.40 No Lien/Claim: The personnel provided by the contractor shall have no lien of claim in any manner on DPA, after their services are no more required by the DPA or during their

deployment. The personnel of contractor will not take part in any activity of DPA employee's union/Association as well as visitors.

1.45 Any other conditions/ obligations must be followed strictly as and when instructed.

**Signature & Seal
Of Contractor**

**Supdt. Engineer (M)
Deendayal Port Authority**

Section VI

Schedule – B

Sub: "Outsourcing of Technical Manpower & staffs for attending various technical projects & works of the department for the period of five years"

Schedule of Rates

S. N.	Description	Qty. (in Nos)	Rate per year					Amount in Rs. = (Total a to e) X Qty (3)
			Rate for 1 st Year (12 Months)	Rate for 2 nd Year (12 Months)	Rate for 3 rd Year (12 Months)	Rate for 4 th Year (12 Months)	Rate for 5 th Year (12 Months)	
1	2	3	a	b	c	d	e	4
1	Engineering Project Manager(Mech.)	1.00						
2	Engineering Project Manager(Elect.)	1.00						
3	Engineering Assistant (Elect.) (Category-1)	1.00						
4	Engineering Assistant (Mech.) (Category-1)	1.00						
5	Engineering Assistant (Mech.) (Category-2)	2.00						
6	Engineering Assistant (Elect.) (Category-2)	2.00						
7	Multi-Tasking Staff (MTS)	3.00						
8	Charges for Services and office working aids as per scope of work Outsourcing of Technical Manpower & staffs	1.00						

(Total Rupees in words (excluding GST) _____ Only)

GST: extra at applicable rates.

Note :-

1. The rates quoted shall be inclusive of lodging & transportation, insurance, all facilities mentioned in the scope of work to be provided to the deployed professionals, and all statutory levies excluding GST and shall remain final till satisfactory completion of entire work at Deendayal Port Authority as per terms and conditions of the contract.

Contractor

**Superintending Engineer (M)
Deendayal Port Authority**

Section VII

Drawings

Not Applicable

Contractor

**Superintending Engineer (M)
Deendayal Port Authority**