

## **ANNEXURE-I**

### **TERMS & CONDITIONS**

#### **1. General Terms & Condition**

- 1.1 The work shall be carried out at Gopalpuri in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer- In -Charge and should be complete within 30 Days from the day of issue of work order.
- 1.2 The Contractor shall quote the price exclusive of GST, the contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor only.
- 1.3 Only first and final bill shall be paid after satisfactory completion of the work. Payment shall be made by RTGS only after satisfactory completion of work and submission of duly signed bill.
- 1.4 Department reserves the right to cancel the quotation without assigning any reasons and also increase/decrease the quantum of work. No any claim on this shall be entertained.
- 1.5 Party should submit copies PAN Number, GST registration No. and Bank particulars comprising Name of party, Account NO. , Branch Name, Branch station, IFSC Code of the bank, MICR Code, etc. in the quotation, failing which the bid/ quotation will be considered as non-responsive and be liable to discharge.
- 1.6 Any correction should be signed/ initialed. While ink correction not allowed & leads to rejection of quotation.
- 1.7 All the rules and regulations governing Deendayal Port Authority will be applicable, including Motor Vehicle act, insurance, etc. and for that contractor is fully responsible.
- 1.8 The TDS under GST Act is required to be deducted @ 2% (1%CGST and 1% SGST or 2% IGST) from payment to contractors/ professionals and others for work order/ contract exceeding Rs.2,50,000/-.
- 1.9 The Income Tax and surcharge will be deducted at source as per applicable rates.
- 1.10 The rates shall be considered on overall lowest basis.
- 1.11 FORCE MAJEURE: This shall be restricted to acts of GOD only.
- 1.12 The Contractor shall affix SEAL along with SIGNATURE in the quotation, failing which the bid/quotation will be considered as non- responsive and be liable to discharge.
- 1.13 The Contractor shall study the local working conditions at the site of work before tendering and no claim what-so-ever shall be entertained.
- 1.14 The Contractor shall be responsible for providing insurance cover to the persons engaged by them for execution of the subject work against personal injury and death.
- 1.15 For the purpose of measurements, the method prescribed in standard code of measurement of the concern work shall be applicable.
- 1.16 All Tools, plants etc. and other machinery required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost and storing of such tools, plants etc. will have to be made by him.
- 1.17 Quotation documents fee of Rs.590/- (including 18% GST) (Non-refundable) & EMD of Rs. 4960/- (Rupees Four Thousand Nine Hundred Sixty Only) shall be payable only through Digital mode of payments as under:
  - FA&CAO, Deendayal Port Authority, Account No. – 10080100022427, IFSC Code – BARBOGANKUT, Bank of Baroda, Gandhidham Branch.

- 1.18 The quotation to be submitted in sealed cover has to be signed by the authorized signatory.
- 1.19 Contractor can be held liable for any monetary or non-monetary consequences on account of non-remittance of tax by service provider to central government.
- 1.20 The rate should be quoted in figure and words both falling which the bid quotation will be considered as satisfaction of the Engineer-in-charge.
- 1.21 Procurement for dealing with ambiguities rates that if on check there are different between the rate given by the contractor in words and figure or in amount worked out by him the following procedure shall be followed
- a) When there different between rates in figure and words the rate that correspond to the amount worked out by contractor shall be taken as correct.
  - b) When the amount on item is not worked out by the contractor or if it does not corrected with the rate written either in figures or in words then the rate quoted by the contractor in words then the rate quoted by the contractor in words shall be taken correct
  - c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly the rate quoted by contractor shall be taken as correct not the amount

1.22 Liquidated Damages

The employer, if satisfied that the works can be completed by the contractor 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 percent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.

2.0 Scope of work: Providing and planting different variety of plants of approved quality and sizes as mentioned including making pits of required size at site, refilled with Sweet Black Soil, manure and pesticide etc. complete including watering: Tree Plantation (Height up to 5 Ft) Varieties :- Neem, Gulmohar, Peltophorum, Imli, Asopalav, Nilgiri, Mango, Banyan, Pipal & Kanaj etc. Including Pit Digging up to 0.45mx0.45mx0.60m to Soil filling, Termite treatment, Plants Supply & Planting, Providing Bamboo Support Weeding, Fertilizer / Pesticide application, Supervision as per direction of Engineer-in-Charge complete in all respect.

3.0 The envelopes shall be addressed to

Executive Engineer(TD)  
Town development Division  
Room No.125,  
Deendayal Port Authority  
A.O. Building-Annex  
Gandhidham kachchh 370201.

**Contractor**

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