

## Terms and Conditions

1. The work is to be carried out at oil jetty area at old Kandla.
2. The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
3. The quotationer are expected to have full knowledge of the site of work & local working condition before submitting the quotation. The Port is basically in operational area dealing mainly with various liquid Cargo, hazardous chemical, petroleum product, LPG etc., in the Oil Jetties. Looking to Safety aspects permission may not be granted by FCSO of DPT many times for carry out the work and no claim / Dispute about idling of manpower and machineries. The quotationer while filling up the rates in the quotation should consider above aspects.
4. The quotationer shall be required to execute the work in such a way so as not to cause any damage / hindrance with the port activity going on in nearby area.
5. All the rules & regulation governing D.P.A. will be applicable.
6. Whenever and whichever machineries, tools or equipment's are to be arranged by quotationers along with fuel charges.
7. PAN number & GST registration No. shall have to furnish by Quotationer, failing which the Bid / Quotation will be considered as non – respective and be liable for discharge.
8. The work shall be completed within 15 days after issue of work order or clear site of work is given.
9. Income-tax and surcharge as applicable shall be made while making payment to the quotationers for carrying out the work & Only net amount shall be paid as directed by Central Board of Direct Taxes, Ministry of Finance, Government of India.
10. After completion of work the site should be neatly cleaned by the Quotationer.
11. Force major: This will be restricted to natural calamities and acts of GOD only.
12. All the rules and regulations in force for entry inside Oil Jetty are shall be followed by the quotationer. He should take entry pass for him and workers from Commandant of CISF directly.
13. The Fire Watch Permit required for the execution of work will be given free of cost. However, necessary arrangements are to be made by quotationer. The facilities of fire watch are to be obtain from Fire Officer, DPT by the quotationer.
14. Necessary Indian Dock Safety regulations for the safety purpose shall adhere to by the quotationer. He will be held responsible for any violation of the same.
15. 1st and Final bill shall be paid after satisfactory completion of work.
16. The Electricity connection required for the execution of work will be given at free of cost to the nearest point in Oil Jetty area to quotationer, if available. However, all the necessary arrangement for the same are to be made by the quotationer like Wire cable etc. Necessary permissions are to be taken by the Quotationer.
17. S.E. (PL) reserves the right to cancel the quotation without assigning any reasons and also increase/ decrease the quantum of work.
18. The rates to be quoted excluding GST. However, GST element will not be considered for evolution of bid price.
19. Taxes:  
GST Clause:

The bidder shall quote the price exclusive of GST. The bidder 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.

Deduction of Income-Tax:

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

Tax: The rates quoted by the bidder shall be deemed to be inclusive of the taxes, duties etc. which the contractor will have to pay for the performance of this contract, except GST. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

Deduction:

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.

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.

20. In case of delay in completion of the contract, Liquidated damage (L.D) may be levied at the rate of 0.50% of the contract value per week of delay or part thereof, Subject to maximum 10% of the contract price.
21. Payment will be made by RTGS only after satisfactory completion of work and submission of duly signed bill.
22. The contractor shall not deposit any materials at such a place that may cause inconvenience to the public or staff or nearby offices.
23. For the purpose of measurement, the method prescribed in standard code of measurement of the concern work shall be applicable.
24. All tools, plants, scaffolding ladder etc. and other machinery etc. 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.
25. The Contractor shall ensure not to cause damage to port properties in the vicinity of worksite during the execution of work, if any damage occurs due to workmen / Machinery of the contract. The contractor has to make good the loss/damage at his own cost.
26. Correction if any, should be signed/ initialled by the contractor. White ink correction will not be allowed and lead to rejection of quotation.
27. The rates should be quoted in figures and words both, failing which the bid / Quotation will be considered as non-responsive and be liable to discharge.
28. The contractor shall affix SEAL along with SIGNATURE in the quotation, failing which the bid/Quotation will be consider as non-responsive and liable to discharge.
29. 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 sub-class list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Quotation fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid

Level	Description
Section – F	Construction
Division – 43	Specialized construction activities
Group – 431	Demolition and site preparation
43123	Clearing of building sites, earth moving: excavation, landfill, levelling and grading of construction sites, trench digging, rock removal, blasting etc.

30. Quotation fee of Rs. 590/- (Inclusive of GST) & EMD of Rs. 4,950/- shall be submitted in form of Digital mode of payment at Bank of Baroda, Gandhidham Branch, Account No. 10080100022427, IFSC code: - BARBOGANKUT.
31. 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.

Quotationer

S.E. (PL)  
Deendayal Port Authority