

DEENDAYAL PORT AUTHORITY



Tender No.TF/SH/2024/03

TENDER DOCUMENTS FOR

“Engagement of Manpower Service Provider for Providing various categories of Outsourced staff to carry out Railway Operation Inside cargo jetty area for the period for 3 years.”

**Traffic Manager
Shipping Section
Deendayal Port Authority,
Shramdeep Building, 2nd Floor,
New Kandla – 370 210.
Kutch District.
Gujarat State
INDIA
Telephone : 99742-29473**

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VOLUME – I

(TECHNICAL BID)

Name of work: Engagement of Manpower Service Provider for Providing various categories of Outsourced staff to carry out Railway Operation Inside cargo jetty area for the period for 3 years.

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DEENDAYAL PORT AUTHORITY
NOTICE INVITING ONLINE TENDER

Department Name	TRAFFIC DEPARTMENT					
Circle/ Division	SHIPPING SECTION					
Tender Notice No.	TF/SH/2024/03					
Name of work	Engagement of Manpower Service Provider for Providing various categories of Outsourced staff to carry out Railway Operation Inside cargo jetty area for the period for 3 years.					
Estimated Contract Value (INR)	Rs.5,30,41,800.00					
Period of Completion	Three (03) years.					
Bidding Type	Open					
Bid Call (Nos.)	One					
Tender Currency Type	Single Currency					
Tender Currency Settings	Indian Rupee (INR)					
Joint Venture & Consortium	Not Applicable					
Bid Document Fee :	Rs.5,900.00/- including GST - Bidders have to make payments for Tender Fee only through Digital Mode. Information required to make for digital payment is given below:- Account No. :- 2177002100004628 IFSC Code :- PUNB0217700 Punjab National Bank, Kandla Branch.					
Bid Security/ EMD (INR) :	<p>Rs.5,30,418.00 (thorough Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank (Except Co-operative Bank) only having branch at Gandhidham).</p> <p>In case of Micro and Small Enterprises (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 ONLY shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the Tender documents, failing which the bid shall be disqualified. NIC codes regarding similar work is mentioned below:</p> <table><tr><td>Group 782</td><td rowspan="3">Temporary employment agency activities This class includes activities of supplying workers to clients' businesses for limited periods of time to supplement the working force of the client, where the individuals provided are employees of the temporary help service unit. However, units classified here do not provide direct supervision of their employees at the clients' work sites.</td></tr><tr><td>Class 7820</td></tr><tr><td>Sub Class 78200</td></tr></table>		Group 782	Temporary employment agency activities This class includes activities of supplying workers to clients' businesses for limited periods of time to supplement the working force of the client, where the individuals provided are employees of the temporary help service unit. However, units classified here do not provide direct supervision of their employees at the clients' work sites.	Class 7820	Sub Class 78200
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Class 7820						
Sub Class 78200						

Bid Document Downloading Start Date	05/06/2024
Bid Document Downloading End Date	26/06/2024 upto 14:00 hrs.
Last Date & Time for Online submission of Bids	26/06/2024 upto 15:00 hrs. @ https://dpa.nprocure.com
Bid Validity Period	120 Days
Qualification/ Eligibility Criteria	<p>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be atleast Rs.159.13 lacs.</p> <p>2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following</p> <ul style="list-style-type: none"> i. Three similar completed works each costing not less than Rs.212.17 Lacs. ii. Two similar completed works each costing not less than Rs.265.21 Lacs. iii. One similar completed works each costing not less than Rs.424.33 Lacs. <p>Similar nature works means providing staff for operation of railway movement i.e. evacuation of railway rakes / engines, operating gates and points and crossings. If the bidders has executed the work in private organization, necessary TDS certificate issued by private organization shall be submitted.</p> <p>3. Integrity Pact agreement duly signed by the DPA officer need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated by the contractor along with two witness name, address and signature as per format available in the tender document failing which bid submitted by the bidder will be considered non-responsive. However, in case of any technical glitch due to which if any potential bidder is unable to the IP Agreement, then he/she shall submit the hard copy of duly filled, signed IP agreement, to the department concerned DPA within a period of 07 days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified.</p>

Condition	<p>Integrity Pact, Tender fee & EMD shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that Integrity Pact, EMD & Tender Fee are received. Accordingly offer of only those shall be opened whose Integrity Pact, EMD & Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Traffic Manager, Shramdeep Building, 1st Floor, New Kandla within 7 days from the date of opening.</p> <p>In case of Micro and Small Enterprises (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 ONLY shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the Tender documents, failing which the bid shall be disqualified. NIC codes regarding similar work is mentioned below:</p> <table border="1"> <tr> <td>Group 782 Class 7820 Sub Class 78200</td><td>Temporary employment agency activities This class includes activities of supplying workers to clients' businesses for limited periods of time to supplement the working force of the client, where the individuals provided are employees of the temporary help service unit. However, units classified here do not provide direct supervision of their employees at the clients' work sites.</td></tr> </table>	Group 782 Class 7820 Sub Class 78200	Temporary employment agency activities This class includes activities of supplying workers to clients' businesses for limited periods of time to supplement the working force of the client, where the individuals provided are employees of the temporary help service unit. However, units classified here do not provide direct supervision of their employees at the clients' work sites.
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Remarks	For further details and general enquiries prospective bidders may contact Shri Tushar Patel ATM, Shramdeep Building, 1 st Floor, New Kandla (Kutch) - 370210. Phone: 99742-29473 during working hours before the last date and time of submission of tender document.		
Prelim. Bid Opening Date	26/06/2024 @ 15:30 hrs.		
Bid Opening Date	Technical Bid will be opened on 26/06/2024 @ 15:40 Hours. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.		
Documents required to be submitted by scanning through online.	a. Documents' in support of fulfilling qualifying criteria as indicated above. b. EMD in form of Bank Guarantee. c. Tender fee in form of Digital Mode. d. Integrity pact agreement		

	<p>e. As indicated in clause 4 of Section 2, Instruction of Bidders.</p> <p>For the purpose of realization, the bidder shall send the all above documents in original/notarized copies to Traffic Manager, DPA <u>within seven days of last date of opening of the Bid</u> through post or by hand.</p>
Officer Inviting Bids	Traffic Manager
Bid Opening Authority	Traffic Manager
Address	<p>Traffic Manager</p> <p>DPA, Traffic Department, Shramdeep Building, First Floor, New Kandla</p>
Contact	<p>Phone: + 91-99742-29473</p> <p>e-mail: tmshippingkpt@deendayalport.gov.in</p>

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)

Traffic Manager
Deendayal Port Authority

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Bank Guarantee of any Nationalized/Schedule Bank having its Branch in Gandhidham towards cost of bid document, in favour of respective DPA.
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration, PAN etc. as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.

14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non- responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

List of Documents to be scanned and uploaded within the period of bid submission:

- I. Copy of receipt of payment of Tender Fees, Bid Security (EMD) and Integrity Agreement.

Bid Document

- I. Certificate of Work Experience of successfully completed works issued by the client (TDS Certificate, if works executed in Private Organization).
- II. Certificate of Financial Turnover from CA
- III. Any other Document as specified in the Tender document.
- IV. Affidavit as per provision of NIT
- V. Certificate of Registration for valid GST, PAN and acknowledgement of up to date filed return if required.

Traffic Manager
Deendayal Port Authority

SECTION – 2

GENERAL INSTRUCTIONS

GENERAL

1. Scope of bid

- 1.1 The Traffic Manager, Deendayal Port Authority, invites bids by E-Tendering for the works **"Engagement of Manpower Service Provider for Providing various categories of Outsourced staff to carry out Railway Operation Inside cargo jetty area for the period for 3 years."** detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

2. Eligible bidders

- 2.1 The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined clause no.4
- 2.2 All bidders shall provide details of qualification, forms of bid and a statement that bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the project manager for the contract. A firm that has been engaged by the employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 2.3 Government-owned enterprises may only 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.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 23

3. One Bid per Bidder

- 3.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified and forfeiture of EMD.

4. Eligibility Criteria

- 4.1 Experience on similar works executed during the last seven years; and details like monetary value, clients, proof of satisfactory completion.
 - a. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works
 - b. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
- 4.2 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.
 - (i) Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be atleast **Rs.159.13** lacs..

(ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

a) Three similar completed works each costing not less than **Rs.212.17** lacs.

b) Two similar completed works each costing not less than **Rs.265.21** lacs..

c) One similar completed works each costing not less than **Rs.424.33** lacs.

iii) Similar nature works means providing staff for operation of railway movement i.e. evacuation of railway rakes / engines, operating gates and points and crossings. The bidder should submit Preliminary bid stage criteria i.e. Tender Fee, EMD, Integrity Pact and tender documents duly sealed and signed. If the bidders has executed the work in private organization, necessary TDS certificate issued by private organization shall be submitted.

Note: Figures to be computed and indicated in the individual projects.

4.3 Even though the bidders meet 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 or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or

5. Cost of Bidding

5.1 The bidder shall bear all costs associated with preparation and submission of his bid, and the Employers will in no case be responsible and liable for those costs.

6. Site Visit

6.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

B. Bidding Documents

7. Content of Bidding Documents

7.1 The set of bidding documents comprises the documents listed in the table below and addenda/ corrigendum issued, if any:

Section No.	Description	Pages No.
1	Notice Inviting Tender	3 to 6
--	Information and Instructions for Contractors for E-Tendering forming part of NIT and to be posted on Website	7 & 8

2	General Instructions	9 to 17
3	General rules and Directions for the Guidance of contractor	18 to 20
4	Special conditions & specifications	21 to 36
5	Form of Bank Guarantee for Performance Security	37 to 39
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8	Format of Integrity Pact & Bid Securing Declaration	45 to 52
9	Bill of Quantity	53 & 54

- 7.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 19 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected

C. Preparation of Bids

8. Instructions to Bidders

The contract documents consisting of instructions for tendering, form of tender, form of agreement, conditions of contract, specifications of works, schedule for items of work and tender drawing can be viewed and downloaded from websites <https://dpa.nprocure.com>, <http://www.deendayalport.gov.in> <http://www.eprocure.gov.in> till the last date & time of downloading indicated in notice inviting tender.

9. BID SECURITY (Earnest Money Deposit - EMD)

- Earnest money Deposit (EMD) should be 1% of the estimated cost of work and maximum amount of earnest money should be Rs.50.00 lacs.
- The EMD up to Rs.5 lakhs be payable only through Digital Mode. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank (Except Co-operative Bank) only having branch at Gandhidham as per information given in NIT. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- EMD shall be refunded suo-motto without any application from the bidders.
- The bid security of the successful bidder will be discharged after he has signed the Agreement and

- furnished the required Performance security.
- f) The Bid security may be forfeited, if
- a) The bidder withdraws the bid after bid opening during the period of bid validity.
 - b) The Bidder does not accept the correction of the Bid price pursuant to any arithmetic error or
 - c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.

10. PROCEDURE FOR SUBMITTING TENDERS

Bidders who wish to participate 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 below mentioned address should be contacted:

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

- 10.1.1 The hard copy of tender documents alongwith its accompaniments as described under Clause 11 of General Instructions shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Traffic Manager within 7 days of opening of the tenders.

The envelopes shall be addressed to:

- (a) The Traffic Manager,
Deendayal Port Authority
Shipping Section,
Shramdeep Building, 2nd floor,
Kandla-Kutch-370210
Gujarat - State.

- (b) bear the following identification:

Accompaniments for **“Engagement of Manpower Service Provider for Providing various categories of Outsourced staff to carry out Railway Operation Inside cargo jetty area for the period for 3 years.”**

Bid reference No., Name and address of the bidder.

11. Documents comprising the Bid

- 11.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid

- i) Tender Fees
- ii) Bid Security (EMD)
- iii) Integrity Agreement
- iv) Qualification Information and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Clause 4 and 7.

B) Financial Bid

Bill of Quantity duly filled and digitally signed by the Bidder.

12 Bid Prices

- 12.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 12.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities
- 12.3 All duties, taxes, and other levies except GST payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 12.4 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. Currencies of Bid and payment

- 13.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

14. Bid Validity

- 14.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without penalty. A bidder agreeing to the request will not be permitted to modify his bid.

15 Alternative proposals by bidders

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

16 Late Bids

- 16.1 Any bid received by the Employer after the deadline prescribed will be considered as non responsive.

17. Modification and Withdrawal of Bids

- 17.1.1 Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- 17.2 No bid may be modified after the deadline for submission of bids.
- 17.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security (EMD) pursuant to Clause 24.

18. Bid opening and Evaluation

- 18.1 On the due date and appointed time as specified in NIT, the Employer will first open Technical bids of all online bids received including modifications made pursuant to clause 17 in presence of the bidders or their representative who choose to attend. 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 and location on the next working day.
- 18.2 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid

documents, then that Bid will be rejected and the Bidder informed accordingly. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 19 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend.

19. Examination of Bids and Determination of Responsiveness

- 19.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4 has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.
- 19.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 19.3 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-conforming deviation or reservation.

20. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause 19.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price.

The estimated effect of the price adjustment conditions/ escalation of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

21 Award Criteria

- 21.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

22 Notification of Award and Signing of Agreement

- 22.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This

letter (hereinafter and in the Conditions of Contract called the "Pre-acceptance Letter") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "contract Price").

22.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 24.

22.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the Successful Bidder and sent to the Employer within 14 days of award of work following the notification of award along with the Pre-Acceptance Letter. Within 21 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

23. Corrupt or Fraudulent Practices

23.1 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, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing 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.

24. Performance Security

24.1 Security deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Performance Security should be 10% of Contract price of which 5% of contract price should be submitted as Digital Transfer/FDR or Bank Guarantee Nationalized/Scheduled (except Co-operative Bank) having its branch at Gandhidham within (21 days in case of domestics bid and within 28 days in case of global bids) of receipt of letter of acceptance which will be refunded immediately not latter than 14 days from date of payment of final bill and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @5% of bill value from each bill. Retention Money will be refunded within 14 days from the date of payment of final bill.

- 24.2 Failure of the successful Bidder to comply with the requirements of Clause 24.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security and/or the successful bidder may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification. Failure of the Successful Bidder to comply with the requirement as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of EMD.

25. Clarifications of the Bidding Documents

- 25.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

**Traffic Manager
Deendayal Port Authority**

SECTION – 3

**GENERAL RULES
AND
DIRECTIONS
FOR THE
GUIDANCE OF CONTRACTORS**

BOARD OF TRUSTEES OF DEENDAYAL PORT

TRAFFIC DEPARTMENT

ITEM RATE TENDER & CONTRACT FOR WORKS FOR THE GUIDANCE OF CONTRACTORS

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by Contract will be notified in a form of invitation to tender, posted in public place and signed by the Traffic Manager.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest-money to be deposited with the tender and the amount of the Security deposit to be deposited by the successful tenderer and the item, if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Traffic Manager shall also be open for inspection by the Contractor at the office of the Traffic Manager during office hours.

2. In the event of the tender being submitted by a partnership firm it must be signed separately by each member thereof or, in the event of the absence of any partner. It must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made on account of work, when executed by a partnership firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The rate (s) and / or amount (s) must be quoted in decimal.
5. The Traffic Manager or his duly authorized assistant will open tenders in the Presence of any intending contractors who may be present at the time, and will enter the amounts of the several tender in a comparative statement in a suitable form in the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall there upon for the purpose of identification sing copies of the specification and other documents mentioned in Rule 1. in the event of a tender being rejected, the

earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, making the same without any interest thereon.

6. The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk, for any money paid by the contractor will not be considered as any acknowledgement of Payment to the Traffic Manager and the contractor shall be responsible for seeing that Produces receipt signed by the Traffic Manager or a duly authorized cashier.

ITEM RATE TENDER FOR WORKS

I/We hereby tender for the execution for the Board of Trustees of Deendayal Port for the work Specified in the underwritten memorandum within the time specified in memorandum at the rates specified therein, and in accordance, in all respects with specification designs, drawings and instruction in writing referred to in Rule 1, he and in clause II of the conditions in contract, and with such materials as are provided by and in all respects in accordance with such conditions so far as possible.

SECTION 4

**SPECIAL CONDITIONS &
SPECIFICATIONS**

NAME OF WORK	Engagement of Manpower Service Provider for Providing various categories of Outsourced staff to carry out Railway Operation Inside cargo jetty area for the period for 3 years.
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SPECIFICATIONS AND SPECIAL CONDITIONS

1 Scope of Work :-

- Providing staff for operation of railway movement i.e. evacuation of railway rakes / engines, operating gates and points and crossings.
- Service provider has to provide following staff for operation of railway movement:-
 - Trained Co-ordinator (Engineer) (1 no. x 1 shifts)
 - Trained Gang Supervisor (Maistry) (1 no. x 3 shifts)
 - Trained Pointman (Fitter Class II) (3 gang x 2 nos. x 3 shifts)
 - Trained Gateman (Mazdoor) (2 gang x 5 no. x 3 shifts)
 - Trained Gateman (4 no. x 3 shifts)
 - Jeep/Van (1 No. round the clock)
- The Duty & responsibilities of the outsource staff / persons, category wise are as below :-
 - A. **Trained Co-Ordinator :-**
 - He has to look after the whole movement of rakes inside Port Area including placement and evacuation of railway rakes.
 - To ensure the cleaning of tracks after evacuation of rakes.
 - He is responsible for controlling and deputing the necessary shunting staff & gateman for railway movement inside Port yard.
 - He has to report concern officials of DPA in case of any detention or defect.
 - He has to maintain records of day to day all railway movements.
 - B. **Trained Gang Supervisor :-**
 - He has to supervise railway movement inside Port Yard.
 - He has to control the shunting staff & gateman for smooth operation of each railway movement where & when necessary without any detention.
 - To report whole railway movement to co-ordinator.
 - Pre-Inspection of the railway tracks before allowing the railway movement. In case of any hindrance, if any, removed with immediate consulting with concerned Authority of DPA.
 - C. **Trained Pointman :-**
 - He has to take charge from Railway Staff for placement / evacuation of rakes / engine for diverting and placing on require track as per requisition.
 - He has to change points & crossings as per requirement.
 - He has to monitor & control the vehicular movement on the track for smooth movement of railway traffic without any hindrance.
 - He has to guide the engine driver with Green / Red Flag during the movement inside DPA Railway Yard.

D. **Trained Gateman** :-

- He has to timely operate the railway gate during the railway movement and control the vehicular / main traffic in the surrounding of railway crossing to ensure the smooth and hassle free movement of rakes / engine.

E. Jeep/Van (Diesel)

- The Jeep/Van (Diesel) will be deployed alongwith drivers, round the clock, all working days for Railway Operation at Port area.

NOTE:- THE ABOVE MENTIONED DUTIES & RESPONSIBILITIES, CATEGORY WISE ARE TENTATIVE. THE OUTSOURCED STAFF / PERSONS HAS ALSO PERFORMED THE DUTIES & RESPONSIBILITIES AS PER LATEST INDIAN RAILWAY STANDARDS.

- 2 The provision in special conditions which form a part of the contract shall have precedence over those specified in General Conditions in case of diversity, if any. This is a Item rate tender.
- 3 The tender for the work shall remain open for acceptance for **120 days** from the date of its opening.
- 4 Pre-acceptance letter i.e. L.O.A. intimating the contractor about the proposed acceptance of tender will be issued by the Traffic Manager. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the Board, having common seal of the Board. The final acceptance letter shall be issued by the Traffic Manager.
- 5 The value of the stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution contract same shall be borne by the contractor. However, if the contractor furnishes G. P. Notes or approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the contractor.
- 6 The stamp duty paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of pre-acceptance letter, failing which he will not be permitted to start the work.
- 7 **The tenderers are expected to have full knowledge of the site of work and local working conditions in the Port before submitting the tenders. The port is basically an operational area dealing mainly with stacking, loading and unloading of import/export cargo and movement of traffic in or out of the port.**
- 8 The work shall be carried out in accordance with the best standards of work-manship and to entire satisfaction of Traffic Manager.
- 9 An order book is to be maintained by the contractor at the site of work and orders and instruction written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having the seen the same. The order book shall be property of the Board and shall be handed over to the Traffic Manager of the

- work in good condition after the completion of the work or whenever required by the Traffic Manager.
- 10 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
 - 11 The contractor shall comply with at his own cost the rules and regulations in force from time to time for the entry of him and his persons for carrying out the work in the port area
 - 12 Income tax deduction at applicable rates and surcharge as applicable thereon shall be made while making the payment to the contractor for carrying out the work and only net amount shall paid as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.
 - 13 Any taxes, royalty or any other escalation in prices etc. in materials purchased or on materials quarried or tax if any except GST on the works contracts in question should be borne by the firm / contractors alone and the Port Authority Board has nothing to do with the same.
 - 14 The Traffic Manager will be entitled to deduct and adjust any sums of money payable by the contractor to the board under the terms of any contract executed by him or his behalf from the security deposit or from any sums due or becomes due from the present contract.
 - 15 During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Traffic Manager shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Traffic Manager, misconducts or he is found negligency in the proper performance of his duties as such persons shall not be again employed on the work without permission of Traffic Manager.
 - 16 All the precautions regarding the safety of the work shall have to be taken and the instruction of Traffic Manager in this respect shall have to be followed strictly.
 - 17 The manpower engaged by contractor cannot claim their right to absorb them in Deendayal Port Authority on regular or temporary basis.
 - 18 The tenderers are not expected to make any post tender modifications hence the tenders should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken, if any tenderer persists with the same, necessary action will be initiated against him. All the tenders reached on or before the due date & time shall be opened, if otherwise in order.
 - 19 The contractor shall have to make his own arrangement for potable water required for the work.
 - 20 The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.
 - 21 FORCE MAJURE: This will be restricted to acts of God only.
 - 22 While evaluating tenders regards should be paid to National Defense and Security Condition.

- 23 While submitting tender, INCOME TAX PAN, GST Registration has to be mentioned. The GST Registration No. should invariably be mentioned in the bid/tender/quotation, failing which the bid / tender / quotation will be considered as non – responsive and be liable for discharge.
- 24 Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
- 25 The Contractor has to make his own arrangement of vehicle for internal movement of hired staff for railway operation and nothing will be paid by DPA for this purpose.
- 26 It is mandatory to upload scanned copies of all documents including GST Registration, PAN etc. as stipulated in the bid documents. If such documents not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- 27 The Bank Guarantee submitted towards Security deposit should be of any nationalized/scheduled Bank (except Co-operative Bank) having its branch at Gandhidham. The Bank Guarantee received from respective bank through registered A.D. shall only be accepted.
- 28 The tenderers should submit firm offer without any price variation and no escalation will be considered.
- 29 The bidder shall give undertaking that they have not made any payment or illegal gratification to any person authority connected with the bid, process so as to influence that bid process and have not committed any offence under the PC act in connection with the bid.
- 30 The rates offered by the contractor and accepted by the Deendayal Port Authority shall remain firm during the entire contract period including extension if any.
- 31 Deendayal Port Authority reserves all rights to reject or accept any bidders offer as per their technical and commercial evaluation.
- 32 The payment to the Contractor shall be made through ECS. The Contractor shall furnish Bank **Payment** Agreement in prescribed format attached with this tender document for payment through ECS.
- 33 The bidders shall disclose any payment made or proposed to be made to any intermediaries /agents etc. in connection with bid.

34 **Deviation in quantities**

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement.

Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

35 **Payments**

The contractor is required to submit the measurements and bill on completion of each month in the prescribed forms (Form CPWA 26 for R.A. Bills and CPWA 24 for Final Bills) as per procedure prescribed. ATM (Railway) of DPA shall verify the measurements, conduct necessary

checks and pass the bill for payment. In case of any discrepancy in the measurements or bills as submitted by contractor, the same shall be reconciled after joint measurements within 7 days.

Final bill of work shall be paid as per DPA's citizens' charter.

36 Refund of performance guarantee

The performance guarantee shall be refunded to the contractor immediately not later than 14 days from date of payment of final bill.

Refund of security deposit is governed by relevant clause of the contract. It shall be refunded without waiting for a formal application from contractor after the same becomes due for refund.

In cases where a period of maintenance has been prescribed in the Contract, it will be counted from the date of completion. The balance security deposit of the contractor shall be refunded by the E-I-C after the prescribed maintenance period as stipulated in the agreement is over and final bill is passed for payment.

- 37 Tenders with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.
- 38 The Contractor is liable for whole responsibility to carry out the work of railway for round the clocks.
- 39 Contract shall be commenced as per work order and shall be in force for an initial period of three year extendable for six months on existing terms & conditions and at accepted tender rated.
- 40 Expiry or earlier termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 41 The employment of any person less than Eighteen years (18 years) of age shall be prohibited from DPA's works. The contractor shall be responsible for confirming to the provisions of the act and DPA shall stand indemnified from and against any claims/penalty under the aforesaid act.
- 42 Manpower service Provider has to provide services of outsourced persons in various categories for Deendayal Port Authority at New Kandla.
- 43 The manpower service provider shall, if and when so requested by DPA, will provide the Placement services at the New Kandla, Kachchh-Gujarat.
- 44 If the performance of the hired staff is unsatisfactory, DPA shall give a notice of 15 days to the Manpower Service Provider to take necessary action to improve the performance of hired Staff and the performance does not improve even after 15 days of such communication, the Manpower Service Provider shall provide a replacement acceptable to DPA within 15 days time.
- 45 The Manpower Service Provider shall be liable for and pay salaries and also undertake to comply with all statutory liabilities like PF, Compensation etc. including payment/ contribution towards all

statutory dues connected and/or related to the employment of the deputed sent to DPA and shall keep the DPA indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein.

- 46 The Manpower Service Provider shall make actual disbursement of salary to the outsourced person in various categories as admissible under labour regulations.
- 47 The engagement of Manpower Service Provider shall be subject to providing the agreed services to the satisfaction of DPA. In case the services of the Manpower Service Provider are not found satisfactory, the same can be terminated by DPA on giving of a notice of one month.
- 48 The Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of DPA.
- 49 Notwithstanding anything contained herein DPA may, without any cause, terminate this contract by giving to the 30 days written notice.

50 **OBLIGATION OF THE MANPOWER SERVICE PROVIDER**

- 50.1 The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the services being rendered by it to ensure that these are up to the standards required by DPA.
- 50.2 The Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 50.3 The Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and will extend all the benefits/privileges as applicable to person engaged /employed by them including that of PF, ESI, Workmen's compensation Act, Bonus, Gratuity, minimum wages Act and leave, etc. In case of any breach of any law, rules, notifications applicable to the employees of the Manpower Service Provider, the Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to DPA regarding such compliance if necessary and required as per extent laws.
- 50.4 The Manpower service Provider shall decide the modus operandi as to engage men by them rendering proper and efficient services and to confirm to the prescribed standards. The Manpower Service Provider shall submit a copy of the appointment letters issued by it to the outsourced person(s) placed at the office of DPA for discharging defined activities/functions.
- 50.5 No relationship of employer and employee shall be entertained between the DPA and the persons engaged by the Manpower Service Provider. The Manpower Service Provider shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required.

- 50.6 The Manpower Service Provider shall submit the Experience certificate of the outsourced persons for the last two years and also submit police verification for back-ground check and certify satisfactory character and antecedent records of them. Police verification for back-ground check of out sourced staff is mandatory by manpower service provider before deployment.
- 50.7 The manpower service provider will provide outsourced manpower young as far as possible and fit in all respect to perform assigned duties.
- 50.8 The Manpower Service Provider alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the DPA. The DPA shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Manpower Service Provider for any purpose whatsoever nor would the DPA be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep DPA totally and completely indemnified against any such claim(s).
- 50.9 The Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and condition thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
- 50.10 The Manpower Service Provider shall maintain all registers required under various Acts, which may be inspected by DPA as well as the appropriate authorities at any time.
- 50.11 The attendance roll for the personal deployed by the Manpower Service Provider at the premises of DPA shall be provided by the Manpower Service Provider and it shall be monitored by the Manpower Service Provider. The attendance roll shall be signed by the proprietor of the Manpower Service Provider or his authorized representative daily who shall get it verified by the designated officer of DPA.
- 50.12 DPA reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement upto deviation limit.
- 50.13 The outsourced personnel should be in proper uniform with name badges. The Manpower Service Provider will provide at least two sets of uniform to each staff at its own cost.
- 50.14 In case the outsourced personnel deployed by the Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 50.15 Manpower Service Provider shall provide identity cards bearing the photographs to the all the outsourced personnel deployed in DPA at its own cost.
- 50.16 Notwithstanding anything herein contained, the Manpower Service Provider will be liable to adequately compensate DPA for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by its pursuant to the contract.

- 50.17 The Manpower Service Provider is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any such other entities.
- 50.18 The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instruction of DPA.
- 50.19 The engagement of outsourced staff shall be purely on temporary and on contract basis. The Manpower service Provider shall at all times make it absolutely clear to the staff hired through them in DPA that such deputed do not have any claim whatsoever for any regular employment in DPA. Any staff hired for DPA can be removed any time by giving notice to the Manpower Service Provider and the staff in circumstances provided herein above. The Manpower Service Provider will have to provide suitable replacement acceptable to DPA within 15 days' time.
- 50.20 The services of the outsourced person engaged are liable to be transferred anywhere from one department to another without any extra remuneration depending on exigencies of the work.
- 50.21 The outsourced person shall all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of DPA.
- 50.22 The Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its outsourced persons with regard to all information relating to DPA, its premises, clients business, assets, affairs and employees and that neither the Manpower Service Provider nor its persons will any time divulge or make known to any third parties, any Authority, accounts, matters of transactions whatsoever pertaining to DPA and its associate entities which may in any way come to their knowledge or attention.
- 50.23 The Manpower Service Provider shall indemnify and keep DPA indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the DPA on account of and/ or arising out of the failure of the Manpower Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- 50.24 It is mandatory that Manpower Service Provider provides adequate insurance cover to the outsourced persons for death, disabilities, sickness etc. DPA shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Manpower Service Provider to cover the risk (death, disability, sickness)
- 50.25 **FIRST AID.** The contractor shall maintain at readily accessible place, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- 50.26 Any damage, deterioration, loss caused to DPA property due to negligence, carelessness on the part of the workmen employed by the contractor, shall be made good by the contractor at his own cost. If he fails to do this, DPA shall be within their rights to affect necessary recoveries from the Contractor's bill or through other means as per the law.
- 50.27 DPA shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the agency/service provider/contractor) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall

be to the agency / contractor(s) / service provider's account. The agency Contractor(s)/service provider's account.

- 50.28 The agency / service provider / contractor shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the contractor for the purpose of carrying out the works of this contract.
- 50.29 The agency / service provider /contractor should note this provision especially in respect of staff deployed by him and should take necessary insurance cover and safe guards against the recognized risks for his worker/staff. Any compensation to the staff because of accidents in their duties will be payable by the contractor to his workers/dependents.

51 **PENALTY**

Depending on the nature of unsatisfactory service, Penalty will be deducted from the due amount in the following conditions:

- a) Absence of staff @ **1.25** time of the Tender Rate of appropriate category.
- b) Any undisciplined behavior by the staff @ Rs.500 per Incident.
- c) Discourteous behavior towards any officer or staff of DPA @Rs.500 per Incident.
- d) Not carrying out the duties listed in the scope of work in a satisfactory manner @ Rs.500 per Incident per person.
- e) Damage or stealing of any asset or property of DPA or officers and staff of DPA @ Rs.500 per incident per person & action deemed fit will be taken against him.
- f) In addition to clause (e) above, If any accident occurs due to negligence in operation of service provider, the damage cost assessed by DPA Officials will be recovered from the Service Provider RA Bill.

- 52 The payment of the work done should be made after satisfactory work, certified by Traffic Manager.
- 53 The One day (One Shift) of man power means 8 working hours of manpower.
- 54 Contractor should deploy Trained Gatemen for round the clock on all the days including Sundays and Holidays to look after the operation of LC-1 and LC-2 as per Railway Norms. Gateman should be well trained and having thorough knowledge about operation of mechanically operated boom and they should be vigil and physically fit for performing their duties
- 55 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.

56 **Undertaking by the Contractor:**

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price

and includes all the taxes (excluding GST), duties, fees, Cess etc. and all incidental charges.

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

- 57 The TDS under GST Act is required to be deducted @2% (1% CGST and 1% SGST or 2% IGST) from payment /credit given to contractors/professional and others for work order/contracts exceeding Rs. 2,50,000/-.

58 **Arbitration Clause:**

- (I) 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.

- (II) 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.

- (III) 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.

- (IV) 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.

- (V) 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.
- (VI) 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 Officer –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 Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VII) 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.
- (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) 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.
- (XI) 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.
- (XII) 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.
- (XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

59. Special Term & Condition for –Jeep/Van (Diesel):-

59 (A) COMPLIANCE OF STATUTORY PROVISIONS:-

Compliance of various provisions of laws and rules framed hereunder in respect of the Jeep/Van and personnel to be deployed by Contractor will be the sole responsibility of the contractor. In case of Deendayal Port Authority has to suffer any loss, damage, cost etc., it shall be on the account of contractor. The Contractor is required to adhere to the

following TERMS & CONDITIONS and also keep the title clear for entering into the contract:

- 59.a.1. The Jeep/Van should be manufactured after 2021. The Registration Books of vehicles owned/hired to be kept for utilization under contract.
- 59.a.2. The Valid Permit from Licensing Authority (RTO) for plying the Commercial Vehicles.
- 59.a.3. The Jeep/Van along with drivers is required round the clock on shift basis for transportation in the Port area during Railway Operation. "Shift" 7am to 3pm, 3pm to 11pm, 11pm to 7am. The Maximum Kilometre per day will be 100 KM.
- 59.a.4. The drivers engaged by the contractor for running the Jeep/Van must possess valid Driving Licenses during the Contract Period.
- 59.a.5. Comprehensive Insurance of the Vehicle.
- 59.a.6. Insurance Policy should cover passenger's unlimited personal injury.
- 59.a.7. The un-utilized guaranteed 100 kilometre per day will be carry forwarded on monthly basis. "Monthly basis means the counting of un-utilized guaranteed 100 kilometre per day will start on 1st of each corresponding month and end at last date of each corresponding month".

59. (B) **OTHER CONDITIONS:-**

- 59.b.1. The receipt of statutory payments made all taxes etc. shall have to be shown to Deendayal Port Authority Officials on demand. In case of any deviation, the currency of the contract shall be liable for cancellation with immediate effect and loss if any for hiring other agency or Jeep/Van shall be recovered from the contractor's Security Deposit or Bills.
- 59.b.2. Well-dressed and efficient drivers possessing required valid Vehicle Driving License and staff shall be provided by the contractor at their own cost. The contractor shall provide proper uniform to them, as approved by the Deendayal Port Authority at their own cost. The monthly salary/wages of the Drivers, and staff engaged for the purpose will be deposited in the nationalized bank in the 1st week of every month under intimation to ATM (Railway)/ATM(G), Deendayal Port Authority. A copy of first page of pass book containing the details of the account holder and copy of relevant page of pass containing details of credit of the salary of the specific month need to be attached with every running account bill. Payment to contractor will be released only after documentary evidences are submitted by the contractor with regard to payment of salary to driver and staff.
- 59.b.3. The Jeep/Van shall be kept in good running conditions with seats, curtains and meticulous cleanliness.
- 59.b.4. All rules and regulations of Deendayal Port Authority with regard to movement of vehicles will have to be observed and the Jeep/Van is to be plied as per the instructions of Deendayal Port Authority representative.
- 59.b.5. The Jeep/Van is to be operated round the clock for transportation of staff in the Port area during the Railway Operation as directed by ATM (Railway), DPA.

- 59.b.6.The contractor shall recruit their own drivers for the running of the Jeep/Van at their own risk and cost. Contractor shall be fully responsible for fulfilling of the statutory requirements under different Labour Acts. In respect of staff, if due to any reasons whatsoever, Deendayal Port Authority is made liable to pay any amount on account of contractor's liabilities under any of the law; such amount shall be recoverable from the contractor's dues. Deendayal Port Authority shall be free to release such amount from the Statutory Deposit of the contractor or from his running bills due for payment.
- 59.b.7.Any loss or damage due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor.
- 59.b.8.In case, the Jeep/Van is under breakdown or servicing/repairs or not available, the contractor shall provide substitute Jeep/Van immediately. In case no substitute Jeep/Van is provided, Deendayal Port Authority shall be free to arrange alternate arrangement from another agency at the risk and cost of the contractor and the payment to outside agency will be adjusted from the payment due to contractor.
- 59.b.9.The contractor shall ensure that proper drivers is employed by them for execution of contract. In case of misconduct and misbehavior of drivers is reported by the DPA staff of the owner, the contractor will be required to remove such staff from the contracted vehicle being supplied with immediate effect. The contractor shall furnish permanent and present address of drivers with two passport size photographs and personal data and also the complete details of previous experience, validity of driving license, mobile or landline number, Eye testing report etc. and also deposit copies of driving license etc., with the owner. Contractor will not remove any driver on Jeep/Van without prior approval of the owner. The posting of drivers in Jeep/Van will be required to be done under intimation to owner.
- 59.b.10.Any loss or damage due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor.
- 59.b.11.The contractor shall be liable to pay any increase in Government Taxes or Levies/Insurance Premium, etc., after opening of Tender.
- 59.b.12.The contractor shall provide mobile phone to all drivers of the Jeep/Van.
- 59.b.13.The contractor can change the driver with prior written intimation to DPA.

59.(C) **SAFETY PROVISIONS:-**

The following shall be strictly provided in each and every vehicle:

59.c.1. Fire Extinguisher

59.c.2. First Aid Box

59.c.3. Speed Limit of 70 KM Per Hour.

59.c.4. The Window Glasses shall be in good operating condition.

59. (D) **Submission of documents for Jeep/Van before commencement of work:-**

59.d.1. Duly notarized copy of RC books of Jeep/Van.

59.d.2. A statement showing the details of drivers which should include passport size photograph, name, permanent address, mobile no., copy of Aadhaar Card , Copy of driving license and currently valid police verification.

59.d.3. Copy of insurance of Jeep/Van.

59.d.4. Copy of receipt of all taxes and duties paid by the contractor for plying vehicles on the road.

59.d.5. The make, model and name of the manufacturer of the vehicle, chassis number.

59.d.6. Copy of report of the ATM(Railway)/ATM(G), DPA mentioning that Jeep/Van is complying with the technical specification of the tender documents or mentioning the shortfall noticed. The report should be signed by the contractor and ATM (Railway), DPA.

60. The contractor shall invariably quote the rates considering the minimum wages of labour as per guidelines of CLC. If the rates are quoted less than the minimum wage requirement of CLC rates applicable on the date of submission of bid by the bidders, then their bid shall be treated as irresponsible and will not be considered. Thus, the bidders who have quoted rates less than the labour rates notified by CLC rates on the date of submission of bid will be blacklisted for bidding any tender in DPA for 2 (two) years.

61. Signing of Integrity Pact: -

The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per format enclosed) and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

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

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

The Procedure for signing Integrity Pact" is as follow:

- 1) The Employer / Authorized Person of Employer shall sign the IP in the presence of a witness from their side, who shall also affix his/her signature thereof and then the same IP shall be uploaded by them on n-procure portal;
- 2) The potential bidders shall download and print the IP Agreement Signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of witness from his/her

- side, who shall also affix his / her signature thereof. Having completed the signing procedure, the Potential Bidder Shall upload the duly filled and signed IP Agreement on n-procure portal.
- 3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the duly filed, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder Shall be treated as disqualified

Contractor

**Traffic Manager
Deendayal Port Authority**

SECTION – 5

BANK GUARANTEE FOR PERFORMANCE SECURITY

SPECIMEN BANK GUARANTEE FOR SECURITY/PERFORMANCE SECURITY

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

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Major Port Authority 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 Trustees of the port of [insert name of port], its successors and assigns) having agreed to release exempt _____ (hereinafter called the "contractor")

(Name of the contractor/s)

From the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)

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, _____, do hereby
(Name of Bank) (Name of Branch)

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 contractors 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, _____, undertake to pay to the
(Name of Bank and Branch)

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, _____ further agree with the Board that the
(Name of Bank and Branch)

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 be 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, _____ further agree with the Board that the (Name of Bank and Branch)
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 upto _____ ; 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)."Date _____ day of _____ 2024

For (Name of Bank)

(Name)

Signature

SECTION – 6

AGREEMENT

A G R E E M E N T

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

This agreement made this _____ day of _____ between the Board of Trustees of the Port of Deendayal, a body corporate under Major Port Authority Act, 2021, having its Administrative Office Building at Gandhidham (Kachchh) (hereinafter called the 'Board', which expression shall unless excluded or repugnant to the context, be deemed to include their successors in office of the one part and M/s. _____ (hereinafter called the 'contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Board is desirous of carrying out the work of _____ and whereas the contractor has offered to execute and complete such works at a total cost of Rs. _____.

AND WHEREAS the contractor agreed to deposit the Security Deposit amounting to Rs. _____ @5% of contract value in way of Bank Guarantee/D.D. for due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following shall be deemed to form and to be read and construed as part of this agreement relating to the said work, viz.
 - a. Notice Inviting Tender. (Page No. _____ to _____)
 - b. The tender submitted by the contractor including Schedule "A' & "B" (Page No. _____ to _____)
 - c. General Rules and Directions for the Guidance of tenders. (Page No. _____ to _____)
 - d. Schedule of Drawing (Page No. _____ to _____)
 - e. General and Special Conditions of the Contract (Page No. _____ to _____)
 - f. The specification, designs and methods of construction (Page No. _____ to _____)
 - g. The schedule of items of work with quantities and rates. (Page No. _____ to _____)
 - h. Correspondences exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by mutual consent (to be enumerated) (Page No. _____ to _____)
 - i. LOA No. _____ dated c _____ (Page No. _____ to _____)
 - j. Additional drawings, specifications and written instructions when issued by or approved in writing by the Traffic Manager. (Page No. _____ to _____)
3. The contractor hereby covenants with the Board to complete and maintain the said works to the satisfactions of the Board in conformity in all respects in accordance with the provision of the said Contract.

4. The Board hereby convenants to pay the Contractor in consideration of such work “The Contract Price” at the time and in the manner prescribed by the said Contract.

IN WITNESS whereof 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 :-

M/s. _____

Witness (Name, signature, address)

1) _____

2) _____

Signed, sealed and delivered by
Traffic Manager on
Behalf of the Board in presence of

Traffic Manager
Deendayal Port Authority
For and on behalf of the Board of Trustees of the Port of Deendayal.

Witness (Name, signature, address)

1) _____

2) _____

H.O.D

The common seal of the Board of Trustees of the Port of Deendayal affixed in the presence of :

Secretary
Deendayal Port Authority

SECTION – 7

FORMAT **FOR** **ECS PAYMENT**

BANK PAYMENT AGREEMENT

- | | | |
|----|-----------------------|---------------------------------|
| 1. | Name of Party | :- _____ |
| 2. | Account No. | :- _____ |
| 3. | Branch Name | :- _____ |
| 4. | Branch Station | :- _____ |
| 5. | IFSC Code of the Bank | :- _____ |
| 6. | MICR Code | :- _____ |
| 7. | Accepted for | :- NEFT Payment or RTGS Payment |

Declaration by the Party:-

I / We hereby declare that that above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this Work / Supply order 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**

SECTION – 8

Format of Integrity Pact

&

Bid Securing Declaration

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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - 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". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

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 / Contractor. 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.

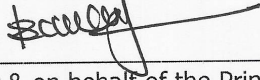
Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

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.

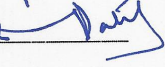
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.




(For & on behalf of the Principal)

यातायात प्रबन्धक (प्र.)
दीनदयाल पोर्ट प्राधिकरण
(Office Seal)
Traffic Manager (I/C)
Deendayal Port Authority

Signature of Witness:
(Name & Address)

1) PATEL TUSHAR 
C-09, GOPALPURI COLONY, GANDHIDHAM

2) ASODA DIVJIET 
D-38, GOPALPURI COLONY, GANDHIDHAM

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

Signature of Witness:
(Name & Address)

1) _____

2) _____

Place : Gandhidham

Date : 07/03/2024

Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

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

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

Bid Securing Declaration Form
(for Micro & Small Enterprises availing Tender fee & EMD exemption)

Date: _____

Tender No. _____

To (insert complete name and address of the Employer/Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

SECTION – 9

BILL OF QUANTITY

SCHEDULED - "B"

(TO BE SUBMITTED ONLY ONLINE)

Name of Work: "Engagement of Manpower Service Provider for Providing various categories of Outsourced staff to carry out Railway Operation Inside cargo jetty area for the period for 3 years for the period for 3 years."

Sr. No.	Description of item	Quantity	Unit	Rate	Amount
1	Supplying following categories of manpower for Day to Day (Round the Clock) Railway operation while placement & evacuation of Railway Rakes/Engines i.e. operating Railway gates, control vehicular and other traffic on the track, changing points and crossings as requirement etc. for the purpose of smooth movement without any detention inside DPA Railway yard. The work also includes with providing transportation, Insurance, Provident Fund etc. facilities to employed manpower with required all tools & plants etc. complete as directed. (One Day = 8 Hours Shift)				
A	Trained Co-ordinator	1095	Day		
B	Trained Gang Supervisor	3285	Day		
C	Trained Pointman	19710	Day		
D	Trained Gateman	32850	Day		
E	Trained Gateman	13140	Day		
2	One (01) No. Jeep/Van (Diesel) (Model at least after 2021) alongwith drivers, round the clock, all working days for Railway Operation in the Port area (One day = 24 hours)	1095	Day		
Total:					

Note:

- 1) The rate should be quoted including all taxes and duties except GST.
- 2) Jeep/Van (Diesel) (Model at least after 2021) alongwith driver, round the clock, all working days for Railway Operation.
- 3) For Jeep/Van (Diesel) rate should be quoted per day. The Minimum Kilometer per day is 100.
- 4) Fuel cost of Jeep/Van will be borne by Contractor.
- 5) The Rate for Manpower should be quoted per day.
- 6) For the weekly off for the above said categories of employees, contractor has to make this own arrangements.