

DEENDAYAL PORT AUTHORITY



दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY

GENERAL ADMINISTRATION DEPARTMENT

TENDER NOTICE NO.
GA/GN/5600/2024-2026

BID DOCUMENT

**EMPANELMENT OF AGENCIES FOR PROVIDING TASK BASED
SERVICES / SPECIALIZED SERVICES TO DEENDAYAL PORT
AUTHORITY FOR A PERIOD OF THREE YEARS**

PORT OFFICE

General Administration Department
A.O Building
Deendayal Port Authority
Gandhidham – 370201
Kutch – Gujarat
Phone: +91-2836-220167, 233172
Fax: + 91 – 2836 – 233172
Email :secretary@deendayalport.gov.in

TENDER NOTICE
GA/GN/5600/2024-2026

BID NOTICE

Secretary, DPA, Gandhidham/fax 02836-233172 invites tender through online e-tendering system for the work of "Empanelment of Agencies for providing Task Based Services / Specialized Services to Deendayal Port Authority for a period of three years"

1	Estimated Cost :	Rs.34,87,58,445=00
2	E.M.D.	Rs.11.63 LAKHS
3	Last date of Downloading	31/07/2024 UPTO 14:00 HOURS
4	Date, Time & Venue of Pre-Bid Meeting	16/07/2024 AT 11:30 Hours Board Room, A.O. Building, Gandhidham – Kutch
5	Last date of submission of E-Tender	31/07/2024 UPTO 15:00 Hours https://dpt.nprocure.com
6	Date and Time for Opening of E-Tender	31/07/2024 AT 16:00 HOURS
7	Last date of physical submission of Bid Document	Copy of technical bid along with Tender Fees, EMD and other documents should be submitted on before 25-07-2024 @ 16:00 hrs. by RPAD /Speed Post at Secretary, General Administration Department, Deendayal Port Authority, Post Box No. 50, Administrative Building, Gandhidham (Kutch) 370 201
8	Tender shall be downloaded from web site: https://dpt.nprocure.com, http://deendayalport.gov.in. and http://eprocure.gov.in	
9	Corrigendum, if any, will be placed on website only.	

Secretary
Deendayal Port Authority

NOTICE INVITING ON-LINE BID FOR EMPANELMENT OF AGENCIES FOR PROVIDING TASK BASED SERVICES /SPECIALISED SERVICES TO DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS

1	Department Name	General Administration Department
2	Circle/ Division	General Section
3	Tender Notice No.	GA/GN/5600/2024-2026
4	Name of work	"Empanelment of Agencies for providing task based services / Specialized services to Deendayal Port Authority for a period of three years."
5	Contract period	Three years starting from the date indicated in the Letter of Acceptance (LoA).
6	Bidding Type	Open
7	Bid Call (Nos.)	One
8	Tender Currency Type	Single Currency
9	Tender Currency Settings	Indian Rupee (INR)
10	Joint Venture	Not Applicable
11	Rebate	Not Applicable
12	Bid Document Fee :	Rs.5,900/- (Rs.5,000.00 + applicable GST)
13	Bid Document Fee Payable To:	F.A. & C.A.O., Deendayal Port Authority, Gandhidham
14	Bid Security/EMD (INR):	Rs. 11.63 Lakhs
15	Bid Security/ EMD (INR) in favour of :	F.A. & C. A. O., Deendayal Port Authority, Gandhidham
16	Bid Document Downloading Start Date	02-07-2024 from 14:00 Hours
17	Bid Document Downloading End Date	31-07-2024 upto 14:00 Hours
18	Date & time of Pre Bid Meeting	16-07-2024 at 11.30 Hours
19	Place of Pre Bid Meeting	Board Room, Administrative Office Bldg., Deendayal Port Authority, Gandhidham, Kachchh-Dist.- Gujarat
20	Last Date & Time for Online submission of Bids	31-07-2024 upto 15:00 Hours on https://dpt.nprocure.com
21	Bid Validity Period	120 Days from date of opening of technical bids

22	Remarks	<p>Tender Fee shall be made only through digital mode payment.</p> <p>E.M.D. shall be payable through digital mode payment / Bank Guarantee only.</p> <p>Account No.: 10080100022427 IFSC Code : BARBOGANKUT Bank of Baroda, Gandhidham Branch</p> <p>Technical Bid of only those firms shall be opened whose Tender Fee are received by digital mode and E..M.D. & by digital mode /Bank Guarantee.</p> <p>(i). In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of tender fee.</p> <p>(ii). The EMD beyond Rs.5.00 Lakhs can also be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (except Co-Operative Banks) having its Branch at Gandhidham. The Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the Bid. (In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies / organization under the Ministry of Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate).</p> <p>(iii) This submission shall mean that EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose EMD & Tender Fee is received through digital mode of payment. The copy of payment made through digital mode is required to be sent in original to the Secretary at the time of tender opening or send the same by hand/ courier/RPAD/Speed post so as to reach the Secretary, Deendayal Port Authority, General Administration Department, 1st Floor A.O Building, Gandhidham – 370 201, within a period of seven days and prior to opening of the Technical Bid.</p> <p>(iv). EMD in form of Bank Guarantee submitted by the tenderer will be verified independently with the issuing the bank. If Banker's confirmation is not received within 28 days, the tender will be considered as non-responsive and the bid shall not be taken up for evaluation.</p> <p>(v) The bid/tender shall also be accompanied by Integrity Pact Agreement in Preliminary Bid (Annexure – XX).</p> <p>(vi). 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 a 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.</p> <p>(vii). 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 dully filled, 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.</p>
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		<p>(viii) In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies / organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification – 2008 mentioned in the table below only shall become eligible from exemption from payment of Tender Fee / EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed "Bid Security Declaration" as per format provided in tender document (Annexure – XI), failing which the bid shall be disqualified.</p> <table border="1"> <thead> <tr> <th>NIC 2 DIGIT</th><th>NIC 4 DIGIT</th><th>NIC 5 DIGIT CODE</th></tr> </thead> <tbody> <tr> <td>78 - Employment activities</td><td>7810 – Activities of employment placement agencies</td><td>78100 – Activities of employment placement agencies</td></tr> <tr> <td>78 - Employment activities</td><td>7820 – Temporary employment agency activities</td><td>78200 – Temporary employment agency activities</td></tr> <tr> <td>78 - Employment activities</td><td>7830 – Human resources provision and management of human resources functions</td><td>78300 – Human resources provision and management of human resources functions</td></tr> </tbody> </table>	NIC 2 DIGIT	NIC 4 DIGIT	NIC 5 DIGIT CODE	78 - Employment activities	7810 – Activities of employment placement agencies	78100 – Activities of employment placement agencies	78 - Employment activities	7820 – Temporary employment agency activities	78200 – Temporary employment agency activities	78 - Employment activities	7830 – Human resources provision and management of human resources functions	78300 – Human resources provision and management of human resources functions
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23	Preliminary Bid Opening Date (Tender Fee & EMD)	31-07-2024 at 16:00 Hours												
24	Technical Bid Opening Date (Technical Proposal)	31-07-2024 at 17:00 Hours												
25	Commercial Bid (Consent to Financial Proposal) Opening Date	Will be intimated to the technically qualified bidders.												
26	Documents required to be submitted by scanning through online.	<p>(i). EMD & Tender fee (ii). Documents required as mentioned under Eligibility Criteria in Bid Document.</p> <p>For the purpose of realization, the bidder shall send the all above documents by duly notarized to Secretary, Deendayal Port Authority, General Administration Department, Ist Floor A.O Building, Gandhidham – 370 201, within a period of seven days prior to opening of the Technical Bid through Post Or by Hand.</p>												
27	Officer Inviting Bids	Secretary, General Administration Department												
28	Bid Opening Authority	Secretary, General Administration Department												
29	Address	Secretary, General Administration Department, Ist Floor, Deendayal Port Authority, A.O Building, Gandhidham – 370 201 Kutch – Gujarat Email: secretary@deendayalport.gov.in												
30	Contact	Phone: + 91-2836- 220022 Fax: + 91– 2836 – 233172												

31	Services to be offered	For providing Task Based Services [Specialized Services / Support Services i.e. Imperitius / Semi-imperitius / Peritius / Specialized (Categorized as Category 'A', 'B' and 'C' as specified in Bid Documents)] to various organisations / institutions / departments of Government
32	Qualification Criteria & definition of similar nature of work	The bidder may refer to Eligibility criteria of Bid Documents.

NOTE:

- 1. FOR FURTHER DETAILS, AMENDMENTS OR EXTENSION OF TIME, PLEASE VISIT <https://dpt.nprocure.com> OR www.deendayalport.gov.in**
- 2. In case, bidders need any clarifications or if any 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)**

**Secretary
Deendayal Port Authority**

SECTION – I

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

I. Scope of Bid

- 1.1 Deendayal Port Authority intends to receive bids from the interested eligible bidders for the Services as mentioned in the Notice Inviting Tender (NIT). All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.
- 1.2 The successful bidder is expected to complete the works by the intended completion period.

II. Source of funds

- 2.1 The Deendayal Port Authority has arranged the funds from the internal resources and will have sufficient funds in Indian Currency for execution of the work.

III. Eligible Bidders

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

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

IV. Eligibility Criteria:

- 4.1 (a) Tenderer should be currently in the business of rendering task based services to various organisations / institutions / departments of Government and bidder should have experience of five years of manpower/service supply agency from Government Organisations.
- 4.1 (b) The Tenderers shall fulfill the following Pre – Qualification Criteria;

FINANCIAL		
SR.NO.	PARTICULARS	SUPPORTING DOCUMENTS
a	Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be as at least Rs.3.49 Crores as certified by the Chartered Accountant.	<p>The Average Annual financial turn over certificate should be issued by any Chartered Accountant.</p> <p>The Certificate issued by the Chartered Accountant should have UDIN No. (Unique Document Identification Number) mentioned on the Certificate for cross verification the Turnover / Net worth of the bidder.</p>
TECHNICAL		
b	Selection of Service provider	<ol style="list-style-type: none"> 1. The bidder should have experience of 5 years as manpower/ services supply agency. 2. The bidder should have provided minimum of 5000 Unskilled, Semi-skilled, Skilled and Specialized manpower in Government Organizations / Institutions / Departments during last 05 years. 3. The bidder should be able to provide services at minimum 04 locations of the Port i.e. Head Office at Gandhidham (Kutch) , (ii) Kandla i.e. 15 Kms away from Gandhidham (iii) Tuna i.e. 15 Kms away from Gandhidham and (iv) Vadinar i.e. 300 Kms away from Gandhidham. 4. The bidder should have all valid licenses/certificates to operate as a service provider. 5. The bidder should have clearance from all Govt. Departments such as Police Department, Labour department, Income Tax/Service Tax., etc. 6. Consent to the fixed agency service charge and rates as per ANNEXURE – III and ANNEXURE – IV respectively. 7. Any agency defaulted previously or the owners having criminal records/fraudulent records shall not be eligible to participate or will be expelled if such details come to later and shall be governed by the guidelines elaborated at ANNEXURE - XXI 8. The bidder should be provide copy of Work Order and Certificate of satisfactory services. The bids will be evaluated mainly for assessment of relevant experience (including past performance), technical capacity, and financial capacity.

c	Definition of similar work	For providing Task Based Services [Specialized Services / Support Services i.e. Imperitius / Semi-imperitius / Peritius / Specialized (Categorized as Category 'A', 'B' and 'C' as specified in Bid Documents)] to various organisations / institutions / departments of Government
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4.2 The bidders shall scan and forward the following information and documents with their bid.

Part-I

Bid Security (EMD) and Bid Document Fee in the form prescribed in the Tender. Also the Bidder required upload/submit the scan copy of the EMD and tender fees.

Part – II

- (a). Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b). Duly filled Forms mentioned **in Section – IV.**
- (c). Registration with GST and Provident Fund Authorities.
- (d). Copy of Receipt of E.M.D. made through Digital Mode Payment OR copy of Bank Guarantee from Nationalized bank / Scheduled Bank (except Co-Operative Banks) having its Branch at Gandhidham.
- (e). Copy of PAN Card
- (f). Copy of Receipt of Tender fee made through Digital Mode Payment.
- (g). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- (h). A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- (i). Power of attorney (duly accompanied by resolution of Board in case of company) for bidding
- (j). Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and correct and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine and in correct.
- (k). Bidders should give an undertaking on their letterhead that they will comply with the specifications of the work including terms and conditions in total without any deviation.
- (l). Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor's report for the past three years.
- (m). The bidders are required to sign and upload scanned copy of pre-contract integrity pact, as prescribed **[Refer to Condition No. 38]**
- (n). List of present Directors/ owners/ executive council members/ trustees/ Board members as applicable.
- (o). General power of attorney/ Board of Directors resolution/ Deed of Authority contract and all correspondences/ documents thereof. Format for General Power of Attorney is given at **Annexure-V**
- (p). Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the last 03 years 2021-2022, 2022-2023 and 2023-2024.
- (q). The Service Providers are required to enclose photocopies of the following documents (self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
 - (i) Copy of turnover certified by CA.
 - (ii) Copy of the IT returns filed and Audit Certificates duly certified by the Chartered Accountant.
 - (iii) Copy of the Balance Sheet and P&L Account certified by the Chartered Accountant

- (iv) Shop Establishment Act Licence/ Property Tax or any Govt. Certified documentary proof/ Rent Agreement/Owner's deed and Light Bill
- (v) Pan number
- (vi) Copy of experience and work completion certificate for providing minimum 500 Services (i.e. unskilled, semi-skilled, skilled and specialized) in Government organizations/Institutions/Departments
- (vii) Copy of the Professional Tax registration
- (viii) Copy of EPF certificate submitted
- (ix) Copy of E.S.I.C Certificate submitted
- (x) Copy of Valid Labour license for providing Manpower Supply in Industries / Educational Sector, Government Departments
- (xi) Copy of Service Tax Registration Number as a Manpower Recruitment Agency Service Tax Registration
- (xii) Copy of Police License Registration Number (All Gujarat)
- (xiii) Copy of EPF challans and summaries
- (xiv) Copy of ISO Certifications
- (xv) Copy of notified affidavit. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted
- (xvi) Copy of list of other clients
- (xvii) The Tenderer shall provide Training Centre registration Certificate, Electricity Bill of Training Centre or copy of Agreement / MoU signed with training providing agency.
- (xviii) Certificate issued to the trainee (Optional)
- (xix) List of Certified trainers
- (xx) All deviations and/ or non-compliance clauses shall be listed separately
- (xxi) Any other documents as may be required by the DPA.
- (xxii) Details in the formats as given at Annexures. **(Kindly check all Annexures)**

NOTE: All Xerox copies should be duly notarized.

4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have ;

- (a). Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- (b). record of poor performance such as abandoning the works, non – completion of the contract, etc.

5. One Bid per Bidder

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

6. Joint Venture

Bidders shall not be allowed to bid jointly or in consortium with any other firm. Bids submitted by single entities only shall be considered for the purpose of evaluation, and any bids submitted by a consortium shall be out rightly rejected.

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents :

9. Contents of Bid Documents.

- 9.1 The set of bidding documents comprises the documents listed in the below table and addenda, issued in accordance with **Clause-20 of Section - I.**

Bid reference no. GA/GN/5600/2024-26

SECTION	CONTENT
	Notice Inviting Tender (NIT)
I	Instruction to Bidder (ITB)
II	General conditions of Contract (GCC)
III	Special conditions of the contract (SCC)
IV	ANNEXURES

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarification on Bid documents.

- 10.1 A prospective bidder requiring any clarification of the bidding documents, may notify the Deendayal Port Authority, in writing or by electronic form and be confirmed by hard copy at the Deendayal Port Authority's address as indicated in the invitation to bid. The Deendayal Port Authority will respond to any request for clarification, which he received earlier than 07 days prior to the deadline for submission of bids. Copies of the Deendayal Port Authority's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. The clarifications shall be uploaded on Website of <https://dpt.nprocure.com>

11. Pre-Bid meeting

- 11.1 The bidder or his official representative may attend pre-bid meeting to be held on **16-07-2024 at 11:30 Hours** in the Board Room, A.O. Bldg., Deendayal Port Authority, Gandhidham.
- The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 11.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 11.3 Pre – Bid clarifications will be uploaded in <https://dpt.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
- 11.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

- 11.5 At any time prior to the deadline for submission of Bids, Deendayal Port Authority may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 11.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in the form of Corrigendum and/or Addendum.

12. Language of Bid.

All documents relating to the bid shall be in the English language. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Authority shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

13. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- (i) Bid Security (EMD) and tender fee
- (ii) Qualification information in accordance to clause of "Eligibility Criteria", shall be submitted.

B) Financial Bid :

Bill of quantities duly filled and digitally signed by bidder.

14. Bid Prices

- 14.1 The rate of services will have to be accepted as per prescribed formats.
- 14.2 The rate of services as mentioned in the bid document shall remain fixed and no change shall be made in it. Any increase/decrease made by the bidder in the said charges would lead to rejection of his bid. Bidder shall categorically confirm strict compliance of this stipulation in respect of their offer.
- 14.3 Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 14.4 Authority reserves the right to seek clarification/ justification from the Bidder with regard to the bids submitted. Based on the justification provided by the Bidder, if Authority feels that the clarification is unrealistic in order to execute a project of this nature, Authority reserves the right to reject the said bid. The Bidders shall be governed by the decision of Authority.
- 14.5 However, the rate of services shall be exclusive of Goods & Services Tax. The bidders shall quote GST rates separately which shall be paid by DPA as per applicable rules and provisions, from time to time.
- 14.6 Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to DPA by way of commensurate reduction in prices.

15. Currencies of Bid and Payment

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

16. Bid Validity

- 16.1 Bids shall remain valid for a period of **120 days** from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the Deendayal Port Authority as Non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original time limit, the Deendayal Port Authority may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by E-Mail. A bidder may refuse the request without forfeiting his bid security.
- 16.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. BID SECURITY (Earnest Money Deposit-EMD)

17. Earnest Money Deposit (EMD)

The Tender shall be accompanied by Earnest Money Deposit of **Rs.11.63 Lakhs**, which is required to be made through Digital Mode Payment, to Bank of Baroda, Gandhidham. The Bank details of are furnished as under :

Account No.: 10080100022427
IFSC Code : BARBOGANKUT
Bank of Baroda, Gandhidham Branch

The EMD beyond **Rs.5.00 Lakhs** can be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (except Co-Operative Banks) having its Branch at Gandhidham. The Bank Guarantee submitted as Earnest Money shall be valid for **28 days beyond the validity of the Bid (i.e. beyond 120 days)**. (In case of Micro and Small Enterprise (MSEs) Valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd., showing list of items related to subject tender and monetary limit may be submitted in order to become eligible for exemption from payment of EMD)

In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies / organization under the Ministry of Small and Medium Enterprises indicating the list of activity related to the subject tender, shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate.

(a). Refund of E.M.D.

- (i). The EMD of successful Bidder will be refunded on executing the agreement (ANNEXURE - IV) as per tender clause.
- (ii). The EMD of unsuccessful bidders be refunded immediately after issuance of the Letter of Intents.
- (iii). EMD will be refunded Suo-motto without any application from the Bidders.
- (iv). The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement

- (v). Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if;

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

18. Alternative Proposals by Bidders

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

19 Format and Signing of Bid

- 19.1 The rate of services as mentioned in the Bid document is to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

20. Amendment of Bidding Documents

- 20.1 Before the deadline for submission of bids, the Deendayal Port Authority may modify the bidding documents by using addendums.
- 20.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by E-Mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Deendayal Port Authority.
- 20.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Deendayal Port Authority shall extend as necessary the deadline for submission of bids, which will be notified.

21. Submission of Bids

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids.

The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

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

The accompaniments to the tender documents as described under **Clause 4.2** shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents, signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach the office of Secretary within a period of seven days and prior to opening of the Technical Bid.

- 21.1 The envelopes shall be addressed to:
The Secretary,
General Administration Department,
First floor A.O. Building,
Post Box No. 50
Deendayal Port Authority,
Gandhidham (Kachchh – District)
Gujarat-State.

The envelopes should bear the following identification:

"EMPANELMENT OF AGENCIES FOR PROVIDING TASK BASED SERVICES / SPECIALIZED SERVICES TO DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS".

Bid reference No. - GA/GN/5600/2024-26 and Name and address of the bidder.

22. Deadline of Submission of the Bids

- 22.1 Bids must be received by the Deendayal Port Authority in On-Line System at websites <https://dpt.nprocure.com> not later than **31-07-2024 upto 15:00 Hours.**

- 22.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document.

The uploaded version of the Port Tender Document at <https://dpt.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://dpt.nprocure.com> websites shall prevail.

- 22.3 The Deendayal Port Authority may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://dpt.nprocure.com> in which case all rights and obligations of the Deendayal Port Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

- 22.4 In case of tender documents being downloaded from the web site, at the time of submission of **(the hard copy of)** the tender document, the tenderer shall give an undertaking that no change have been made in document.

Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://dpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://dpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

23 Late Bids

After the deadline of submission of bid as prescribed, the bids can not be submitted in the On-Line System.

24 Modification and Withdrawal of Bids

- 24.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension, if any.
- 24.2 No Bid can be modified after the deadline for submission of Bids.
- 24.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e. EMD.

E. BID OPENING AND EVALUATION

25. BID OPENING

- 25.1 On the due date and time, the Deendayal Port Authority will first open Technical bids of all bids received including modifications.
- 25.2 In the event of the specified date for Bid opening being declared a holiday by the Deendayal Port Authority, the Bids will be opened at the appointed time on the next working day at the same time.
- 25.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 25.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the **<https://dpt.nprocure.com> and www.deendayalport.gov.in.**
- 25.5 The rates of services and agency charges will be opened only those bids qualify technically.

26 Clarification of Bids

- 26.1 To assist in the examination and comparison of Bids, the Deendayal Port Authority may, at his discretion, ask any Bidder for clarification of his Bid. The request for clarification and the response shall be in writing or by E-Mail, but no change in the rate of services or substance of the Bid shall be sought, offered, or permitted.
- 26.2 No Bidder shall contact the Deendayal Port Authority on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 26.3 Any effort by the Bidder to influence the Deendayal Port Authority's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

27 Examination of Bids and Determination of Responsiveness

- 27.1 Prior to detailed evaluation of Bids, the Deendayal Port Authority will determine, whether each Bid

- (a) has been properly digitally signed,
 - (b) meets the eligibility criteria defined
 - (c) is accompanied by the required Bid security and tender fee;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e). Goods & Services Tax (GST) number to be quoted invariably by the bidder.
 - (f). Income Tax Permanent Account (PAN) number to be quoted invariably by the bidder
 - (g). A bidder who has quoted rates for all categories where rates have been solicited by DPA
- 27.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 27.3 If a Technical Bid is not substantially responsive, it will be rejected by the Deendayal Port Authority, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

28. Evaluation and comparison of bids

- 28.1 The Deendayal Port Authority will evaluate and compare only those Bids, determined to be responsive.
- 28.2 Authority is not bound in any manner to select any of the bidders submitting bids or to select the bidder offering the lower price.
- 28.3 Authority reserves the right to seek additional documents in case if they are not satisfied with the set of documents provided. Although, if mandatory documents as stated in the bid are not provided the bid is bound to be rejected. The above is only applicable for additional documents and not for the mandatory documents as specified in tender.
- 28.4 Agency can only submit one set of bid document. However, in case of duplicacy the latest bid submitted within the due date of submission of Bid Document will be considered as final and all other bids will be rejected.

29. Award of Contract :

- 29.1 Prior to expiry of the period of Bid validity, the Authority will notify the successful Bidder/Bidders in writing that its Bid has been accepted and send the successful Bidder/Bidders the Letter of Acceptance.
- 29.2 Within 7 days of receipt of the Letter of Award, the successful Bidder/Bidders shall sign and return it to the Authority. If the successful Bidder/Bidders thus selected fails to return the signed Letter of Acceptance as stipulated, the Authority reserves the right to offer it to the next eligible Bidder.

30. Deendayal Port Authority's Right to reject any or all the bids:

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

31. Letter of Intent:

The Secretary will issue the Letter of Intent (**ANNEXURE – XVI**) intimating the successful bidder about the proposed pre-acceptance of tender.

32. Notification of Award and Signing of Agreement.

- (i) The Bidder whose Bid has been accepted will be notified for the award by the Deendayal Port Authority prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance/ Intent") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The Agreement will be submitted by successful Bidder within 14 days of issue of the notification of award (Letter of Acceptance / Intent). The agreement will incorporate all correspondence between the Deendayal Port Authority and the successful bidder.

33. Contract Agreement:

- 33.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within **10 days from the date of issue of Letter of Acceptance / Intent**. The successful Bidder will be required to execute an agreement at his expense on one Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (**ANNEXURE – XVII**) for the due and proper fulfilment of the contract within **10 days from the date of Letter of Acceptance / Intent**.
- 33.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Secretary's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 33.3. The contract period shall be reckoned from the date of issue of work order to commence the work.
 - (i). The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
 - (ii). The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
 - (iii). Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
 - (iv). If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
 - (v). If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
 - (vi). The entire agreement should be in type written form/ computer printed form.
 - (vii). Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
 - (viii). All corrections/ additions made in the agreement are to be initialled.

34. Performance Security

- (i). The Performance Guarantee shall be **10% of Service Charges payable** to the Agency per Work Order and same will be deducted while making the monthly bill.
- (iv). The Port Authority may at their option forfeit the Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

35. Issue of Work Order

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

36. Time Schedule

The Contract will be for a period of three years which shall be effective from the date of issue of Work Order. DPA can extend the contract period for a further period not exceeding six months on the same rate, terms and conditions subject to satisfactory performance & the contractor has to work during the extended period.

37 Corrupt or Fraudulent Practices

37.1 The Deendayal Port Authority 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 Deendayal Port Authority:

- (a) Defines the following for the purpose of these provisions:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Deendayal Port Authority, 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 Deendayal Port Authority 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.

38 Procedure for signing Integrity Pact Agreement

- (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 a 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 on/ine. 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 filled, signed IP Agreement to the Department concerned of DPA within a period of seven days prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

INDEPENDENT EXTERNAL MONITORS (IEMS) :

Shri S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed IEMs by DPA as Independent External Monitors and whose address is as under:-

Shri S K Sarkar, IAS (Retd)
B-104, NayantaraAptt.
Plot 8 B, Sec.07, Dwarka
NEW DELHI – 110 075
M.NO. 98111 49324
E-MAIL : sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)
A-9, Sector – 30
NOIDA – (UP) – 201 301
M. NO. – 98713 22133
E-MAIL.: saurabh7678@yahoo.co.in

Seal & Sign of Contractor

**Secretary
Deendayal Port Authority**

SECTION – II

GENERAL CONDITIONS OF CONTRACT

I. Definitions

- 1.1 In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:
- 1.2 "Agreement" means the document signed by the Authority and the successful bidder that incorporates any final corrections or modification to the tender and is the legal document binding both the parties to all terms and conditions for the award of the Contract.
- 1.3 "Authority" shall mean the Chairperson, Deendayal Port Authority or any other person nominated by him/her.
- 1.4 "Bid" means the complete bidding document submitted by the bidders to the Authority and shall include any corrections, addenda and modifications made therein.
- 1.5 "Bidder" shall mean any firm but not an individual which is any of the following: Company, Partnership, Society and Trust, eligible to participate in the tendering process and shall include the successful bidder/s during the currency of the Contract.
- 1.6 "Period" shall mean entire duration during which services shall have to be provided as indicated in the **Clause No. 36** of this tender document.
- 1.7 "Government" shall mean the Central Government.
- 1.8 "Total Accepted Tender Value" means the total value of services and supplies as approved to be provided by the successful bidder.

II. Introduction:

- 2.1 In order to carry out day to day activities, DPA has decided to deploy peritus/semi-peritus/imperitus/specialized support services. The Support Services will be deployed through an agency/ies that would be finalized through online tendering process. The selected service provider/s shall have to provide the services by placing various services at Gandhinagar and port locations of DPA as per the requirement.
- 2.2 The Service providers are invited to submit Online Technical Proposal as per the formats given below in this tender as per **ANNEXURE-II** and their consent to the financial proposal as per the **ANNEXURE -III**. The Service provider shall bear all costs associated with the preparation and submission of their proposals. DPA is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to DPA.

III. General Conditions

- 3.1 For providing the requisite services the service provider shall engage necessary persons as per the services required by the DPA from time to time. The said persons engaged by the service provider shall be totally at the discretion of agency for providing services required and accordingly they may employ the personnel as they may deem fit to perform the services on their roll and it shall be the duty of the service provider to pay their salary or applicable dues every month.

Since the DPA is asking for only services and no specific personnel there is no Master & Servant relationship between the employees of the service provider and DPA and further that the said person of the service provider shall not claim any absorption. Agency solely has a right to deploy any personnel for services as it seem fit within the prescribed qualification & experience and DPA shall only have to evaluate the services & at any point of time cannot demand any personnel.

- 3.2 The service provider must be capable of providing services at minimum 4 port locations out of the port locations i.e. i.e. Head Office at Gandhidham (Kutch) , (ii) Kandla i.e. 15 Kms away from Gandhidham (iii) Tuna i.e. 15 Kms away from Gandhidham and (iv) Vadinar i.e. 300 Kms away from Gandhidham.
- 3.3 The support services shall be performed by persons as per the eligibility criteria.
- 3.4 For providing the services whatever persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider has to be verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to DPA. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. Agency will verify details about his/her past experience and certification after due check-up from previous employer or institution. If any major discrepancy observed during this period, the same to be informed immediately and appropriate action to be initiated by agency without delay. Further, no additional charges will be paid for the same. **[For penalties read Clause 8.4 Section II]**
- 3.5 For providing the requisite services, the service provider's person shall not claim any benefit/compensation/ absorption/regularization of services from/in DPA, under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to DPA. All appointment of personnel, their leave, attendance, resignation, transfer & services benefit shall be governed by Agency & DPA has no role in the same.
- 3.6 Further, the agency will have its own Grievance Redressal Cell that will address all types of complaints, and a female committee will be formed to handle issues involving sexual harassment and gender discrimination, especially for women. DPA won't have any involvement in either of these areas, but the details will be conveyed to DPA, if so desired.
- 3.7 For providing the requisite services, the service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative /organizational matters as all are of confidential/secret in nature.
- 3.8 For providing the requisite services, the service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good-will and enhance the image of DPA. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. Further, it is mandatory for agency provider to prepare a Standard Operation Procedure with guidelines for conduct and discipline of the person deployed for providing services to DPA and to be circulated to all concern.
- 3.9 For providing the requisite services, the age criteria for different services is decided as under:

- (a) For Imperitus, Semi-peritus and Peritus services, age of person deputed shall not be below the age of 18 years and not more than 52 years. For specialized services, it is further bifurcated into three categories i.e. Category A, Category B and Category C. In Category A and B, age of the person shall not be more than 55 years. The case of Category C, will include only those services whose approval has been given by competent authority for special purposes. The age of the person in this category will be decided by the authority based on requirement of DPA.
 - (b) Discretion is available with DPA to relax conditions with approval of the authority and mutual consent with Agency with respect to age and qualifications.
 - (c) For Event bases services, the appropriate authority will approve the service requirement & remuneration in agreement with Agency.
- 3.10 For providing the requisite services, DPA may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to DPA because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from DPA.
- 3.11 For providing the requisite services, the service provider has to provide Photo Identity Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss has to be reported immediately.
- 3.12 For providing the requisite services, the service provider shall ensure proper conduct of their personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, tobacco, pan, smoking, loitering without work, etc.
- 3.13 The services are required to be provided during working hours of DPA and would be as per rule (Schedule) including applicable break in between. However, in exigencies of Service, they may be required to provide services beyond the specified hours and on Saturday, Sunday and other declared holidays, if required.
- 3.15 The entire financial liability in respect of support services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay per person deployed for the services required a sum not less than as mentioned in the **ANNEXURE-IV**.
- 3.16 The Service Provider must be registered with the all concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970, if any, on his own part and cost.
- 3.17 That the agency will be wholly and exclusively responsible for payment of wages as mentioned in the Tender document (**ANNEXURE-IV**), to the persons engaged with compliance of all the statutory obligations under all related legislations as applicable to it from time to time with statutory deductions under the Employees Provident Fund Act, ESI Act, Bonus Act, etc. The DPA shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any statutory obligations. However, whenever the notified rates of Wages increases than Wages as prescribed at Annexure-IV, the rate of Payment of wages shall be on the basis of increased notified rates of wages of the appropriate Government and shall be reimbursed accordingly by DPA.

With regard to the payment, following procedure should be followed and the evidence of the same should be submitted to G.A. Department, DPA along with Performance Certificate **(ANNEXURE – X)**.

- (a) GA Deptt. will be the Nodal Department for the purpose of booking of services to be Placed, based on the requirement submitted of the Department duly approved by the Chairman.
- (b) The details of payment made to the agency, necessary records of payment paid to their employees with required receipt should be produced in next month before the 10th for will process the bills by the Nodal Department for payment after due certification by the authorized officer of the Departments along with performance Certificate **(ANNEXURE – X)** in each month and be reimbursed within 10 working days from the receipt of such completed bill in all respect. No reimbursement will be made to the service for the days not provided.
- (c) The Service Provider shall submit documentary evidence in respect of all statutory deductions of preceding month along with bill, before 10th of each Month.
- (d) The Wages must be paid by agency through crediting the amount through bank.
- (e) For every month of continuous service provided to DPA by agency, the agency should be given one day off over and above the public holiday, the accumulation of service off to be allowed for maximum one year as per the agency discretion & approval by DPA.

For example: for the month of August against 31 days 01 day off will be given, for the month of September against 30 days 01 day off will be given and the maximum accumulation as per above will be 12 days off in a calendar year.

- (h) In addition, for completing of 6 months of continues service provided on a service code 6 days of leave can be granted. The leave shall be applicable only in block of one year and all 6 leaves has to be used maximum in two (2) blocks.

For example: Service deployed on 1st of January, on 1st of July service will have 6 leaves in account and have to use by next 6 months in maximum 2 breaks.

If this leaves are not used within the bracket of 6 months the leaves will be lapse.

- 3.18 The service provider will provide the required services for a shorter period also, in case of any exigency as per the requirement of DPA. The duration may also include provision of services during absence periods of other service personnel.
- 3.19 A time-based service could additionally be hired for events hosted in DPA and/or organized by DPA, specialized roles, and/or for the completion of specified services, as well as in the event of natural disasters, disasters caused by humans, pandemics, etc.
- 3.20 The DPA will monitor the performance of services and can initiate action for non-performance or indiscipline including termination of services.
- 3.21 The service provider shall provide services in any circumstances irrespective of particular personnel including by providing a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons or on leave. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider. **[For penalties read Clause no. 8.5, Section III]**

- 3.22 The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger, etc. from DPA to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the DPA in fulfilling the contract from time to time.
- 3.23 DPA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 3.24 The agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If DPA suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to DPA for the same. Necessary legal Procedure including FIR, court case, recovery etc. to be done by Agency with intimation to DPA.
- 3.25 The agency shall keep DPA fully indemnified against any such loss or damage. Further, if the personnel or candidate try to malign the image of DPA/ its employees or threatening anyway, the agency will initiate appropriate action from its end including FIR or legal course as may be required, after receiving complain from Human Resource Department.
- 3.26 The successful bidder/s will enter into an agreement with DPA for supply services and will deploy suitable and qualified manpower as per requirement of DPA on these terms and conditions for providing the quality services. The agreement will be valid for a period of Three Years from the date of signing. The service charges/rates shall be fixed for a period of three year and no request for any change/modification shall be entertained before expiry of the period of 3 years. Agency will maintain daily service register which will be monitored by G.A.Department, DPA in respect of the services deployed by the agency on the basis of which wages/remuneration will be decided in respect of the services at the approved rates.
- 3.27 The successful bidder would obtain all valid license from the concerned Government Authority for providing the services in DPA. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of G.A.Department, DPA. In the event, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same matter will be referred to the Chairman, D.P.A.

Further, the same may lead to forfeit security deposit and any further penalties to be decided by the Chairman, DPA whose decision shall be binding on both the parties. The contract for providing the aforesaid services is for a period of three years from the date of signing of agreement or issue of Letter of Award. The period of the contract may be further extended provided the requirement of the Department for the services persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of services provided by the selected Service Provider or because of change in the Department's requirements at the same rates, terms & conditions as decided by the Authority. The Department, however, reserves right to terminate this initial contract at any time after giving one week's notice to the Agency.

- 3.28 The requirement of the DPA office at Gandhidham and at port locations would be raised by the concerned authority at DPA-HO. The requirement of services may increase / decrease as per the need. In case of increase; service will be hired at the same rate and terms of the contract during the currency of the contract.

- 3.29 E-mail / Fax bids will be summarily rejected. Late bids shall be out rightly rejected. Any conditional bids shall not be considered and will be out rightly rejected.
- 3.30 The consent to financial proposal by the service provider for fixed service charges would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person for each service provider shall be allowed to be present at the time of opening the tender. Only those bids having the consent to financial proposal would be further considered for evaluation.
- 3.31 The competent authority of the DPA reserves the right to cancel all bids without assigning any reason.
- 3.32 The Authorized signatory shall submit the letter of authorization.
- 3.33 The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and DPA shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces proof of up to date payment of Employees' Provident Fund & Employees' State Insurance contribution and other statutory liabilities.
- 3.34 All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
- 3.35 DPA reserves the right to call for any document in original including the bank account to verify the veracity of the documents.
- 3.36 The service provider agency should not have any case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard. It should not have been blacklisted by any Government organization, Private or other organization. If any other organization/firm/Partnership/Proprietor ship is having criminal case/Blacklisting wherein the stakeholders of the agency have substantial stake, DPA has full rights to reject the proposal considering the gravity of case/s.
- 3.37 The shortlisted agency have to maintain online HRMS (Human Resource Management System) software for easiness of Hiring management, leave management, attendance management, performance management, salary slip generation, PF, Salary management, resignation management & other facilities.
- The same may be accessed by G.A.Department, DPA officials also which will help DPA in managing & monitoring the entire process with ease. It should be updated on regular basis. Reference check of providing Employment Salary, Educational Qualification and Experience. **[For penalties read Clause no. 8.6, Section III]**
- 3.38 For the purpose of enhancing manpower expertise, agencies must provide a five-day training every year on the subject as may be decided by DPA and the proof of expenditure incurred every year to be produced. The 1st training should be provided within 3 months of the start of the contract of the agreement and then every year as per the scheduling done with mutual consent. Any expenditure on training within the limit of 1% of service charge, if remain unutilized to be deposited back by year end. **(for penalty read Article 25)**

- 3.39 On the expiry of the contract period, the contractor shall withdraw the manpower deployed by them and shall clear the accounts of the termination of employment of the manpower deployed by the services provider, it shall be the entire responsibility of the service provider to pay & settle the dispute.
- 3.40 The Bidder declares that no previous transgressions occurred in the last 3 (Three) years with any other company in any country conforming to the anti-corruption approach or with any central/state Government/Autonomous bodies/Public Sector Enterprises in India that could justify his exclusion from the tender process or the contract, if already awarded, can be terminated for such reason.
- 3.41 If the Authority obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption or if the Authority has substantive suspicion in this regard, the Authority will inform the same to the Chairman, D.P.A. The authority can take action in such case.
- 3.42 The service can be transferred or brought to an end based on the requirement of DPA and this rule shall be applicable for any deployment on that service code.
- 3.43 The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, ESI etc. relating to personnel deployed by it or for any accident caused to them and the DPA shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it on or before first five working days of the succeeding month. If any delay is found in making the payment to the services on the part of the agency then the same would be subject to penalty. **[For penalties read Clause no. 8.7 under Section III]**
- 3.44 The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 3.45 The successful bidder/s will enter into an agreement with this Department for supply of services by providing suitable and qualified manpower as per requirement of this Department on the above terms and conditions.
- 3.46 If any Government resolution is released for advance payment or wage payment for the absence time of work as considered "on duty" and the authority requests it, salary payment may be made accordingly.
- 3.47 The service provider while submitting the bill in respect of particular month before 10th of the next month, have to submit the details of services attached by furnishing therein the specific codes given to the probable locations which are expected to be covered. The details of the Codes are given at **ANNEXURE – IX.**

IV. Legal Condition

- 4.1 For the provision of services to be provided to the DPA the persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

- 4.2 The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by G.A.Department, DPA. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Photo copies of such documents shall be furnished to the Department or office concerned. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 4.3 The Tax deduction at Source (T.D.S.) and GST shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- 4.4 The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues/Blacklisting of Agency by other institution/hiding of important information at the time of application. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 4.5 The decision of DPA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
- 4.6 If during the provision of services in case of a death or mishap of any of the personnel of the service provider occurred, the compensation liability will solely rest with the service provider.
- 4.7 Any illegal activity or conduct by the personnel of the service provider that is harmful to the department, it shall be sole responsibility of the service provider itself.
- 4.8 The Service Provider will furnish all the details to the Authority while submitting the tender. In case any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement. The service Provider shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under law.
- 4.9 The provisions of this section shall survive even after the expiration or termination of this agreement – EPF/ESIC/Payments/Damages accrued to DPA.

1V. Use of Contract Document :

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

VI. Resolution of Dispute

- 6.1 The Board and the Contractor shall make every effort to resolve dispute, if any, arising out of the Contract, through CSC, constituted under the Conciliation and Settlement Mechanism, duly adopted by the Board, vide Resolution No.111 dated 29.10.2021.

- 6.2 In case of failure of amicable settlement of dispute by the CSC (Conciliation and Settlement Committee), between the Board and the Contractor, the parties shall refer the disputes to an Arbitrator under the Arbitration and Conciliation Act, 1996, amended from time to time and the decision of the Arbitrator shall be binding. The seat of Arbitration shall be at Gandhidham. The contract shall however, be governed by the Indian Contract Act, 1872.

VII. Jurisdiction of Courts :

- 7.1 All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

VIII. Force Majeure:

- 8.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 8.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavour to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 8.3 In any other situation, which is beyond the reasonable control of the Contractor, in the opinion of the Secretary, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

IX. Compliance with Statutes, Regulations :

- 9.1 The Contractor shall comply in all respects, with all statutes and regulations as may be applicable from time to time including clearance from State / Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities.
- 9.2 The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor.
- 9.3 The Contractor shall ensure timely payment of wages to his workers / supervisors / drivers, as notified by the Central Government from time to time. He shall also ensure statutory deductions required to be made and timely deposition with the appropriate authority thereof.
- 9.4 The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour and also furnish documentary evidence of having complied with the above requirements at the time of submission of monthly bills.

X. Bank details of the service provider for release of payment :

- 10.1 The Service Provider shall raise the bill along with attendance sheet of services provided duly verified by the Department or Office concerned in respect of the persons deployed for providing services and submits the same to DPA till 10th of the succeeding month. Further, a declaration to be submitted every month along with bill that payment of the employees have been done before due date. The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:-

Bank Payment Agreement Form

A	Name of Party	
B	Account No	
C	Branch Name	
D	Branch Address	
E	Branch IFSC code	
F	MICR	
G	Accepted for	NEFT payment or RTGS payment

Declaration by the Bidder

I/We solemnly affirm and declare that the above information, furnished by me/us, are true/correct and DPA is requested to pay my / our dues to this account, as far as this work is concerned.

Signature of the Party with 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 Seal.

XI. Time Extensions:

- 11.1 The Contractor may claim extension of the time limits for commencement of work in case of;
- i). Changes ordered by Deendayal Port Authority.
 - ii). Force Majeure.

The application for extension of time period should reach before 15 days from the date of expiry of time period of commencing of work.

XII. Time is the essence of the contract:

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

XIII Taxes:

Deduction of Income-Tax:

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

Tax:

The rates quoted should remain firm till completion of work and shall be inclusive of all Costs, Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. except Goods & Service Tax(GST).

The Deendayal Port Authority will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

XIV. Sub contracts:

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

XV. Undertaking by the Service Provider :

- 15.1 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 service tax), duties, fees, Cess etc. and all incidental charges.
- 15.2 The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh in case he has to engage 10 or more workers on any day during the execution of work.

XVI. Conduct:

- 16.1 The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.
- 16.2 The bidder shall be liable to abide by the "Guidelines on banning of business dealing" as elaborated at Annexure – XX.

XVII Conciliation Clauses

- 17.1 If any dispute arises between the contractor and DPA, the Contractor and Port Authorities may mutually decide to settle the dispute through the Conciliation Settlement process, as approved by the Board, vide Resolution No.111 dated 29.10.2021.

- (i). Either the DPA or the Contractor may send a reference above the dispute to the other parties. The Party initiating conciliation shall send to other Party a written invitation to settle or conciliation under this part briefly identifying the subject of the dispute.

The concerned division in DPA shall send a request or response within 07 working days, if a reference is received from the Contractor, thereby inviting the Contractor to depute a team of their representative to interact with the Contract Management Division (CMD), to be constituted in such situation by the General Administration Department. The CMD will obtain and examine the correspondence document of the parties relating to the dispute, within 15 days hold discussion with the team of the contractor and technical division to crystalize the issue, prepare the agenda containing the gist on dispute.

- (ii). DPA shall offer / agree with the other party to refer the matter to CSC as conciliation is intended to be one consolidated package of settlement. Upon receipt of the content of the Contractor for making a reference to CSC, the Chairman of the DPA shall refer the matter to the Committee. The consent of the Contractor for conciliation shall also be deemed to be the consent to the committee in terms of Section 63 & 64 of the Arbitration and Conciliation Act, 1996.
- (iii). The proceedings shall commence when the Port or the other party except in writing the invitation to settle / conciliate.
- (iv). If the other party rejects the invitation there will be no settlement / conciliation proceedings.

If the party initiating settlement / conciliation does not receive a reply within 30 days from the date on which he send the invitation, or within such period of time as specified in the invitation, he may elect to treat this as a rejection of their invitation to settle / conciliate and if he so elects, he shall inform in writing to other parties in writing.

- (v). It may be noted that the settlement of dispute through above mechanism is an alternate dispute Resolution Mechanism has been put in place and if the Contractor is not willing to take recourse of this process or has any reluctance whatsoever in this behalf, there is no compulsion and they are free to follow the provisions governed by Arbitration and Conciliation Act, 1996 and Indian Contract Act, 1972 and amended from time to time.

XVII. Arbitration Clause:

- 18.1 Except where otherwise provided in the contract, all questions and disputes relating to subject tender or any other thing whatsoever, in any way arising out of or relating to the contract 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 dealt as per the Arbitration & Conciliation Act 1996 and amended from time to time.

XVIII. Indemnification:

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

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

XIX Use of Contract Document:

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

XX Memorandum of Settlement:

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

XXI Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage.

In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.

- 3.10 For providing the requisite services, DPA may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to DPA because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from DPA.
- 3.11 For providing the requisite services, the service provider has to provide Photo Identity Cards to the persons employed by them for carrying out the work. These cards are to be constantly displayed & their loss has to be reported immediately.
- 3.12 For providing the requisite services, the service provider shall ensure proper conduct of their personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, tobacco, pan, smoking, loitering without work, etc.

Seal & Sign of Contractor

**Secretary
Deendayal Port Authority**

SECTION – III

SPECIAL CONDITIONS

(These special conditions will supersede the General Condition and ITB wherever applicable)

1. The tender documents submitted by the contractor and correspondence exchanged between him and the 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.

II. Selection of Service Provider :

A. Minimum Eligibility Criteria:

1. The bidder should have experience of 5 years as manpower/ services supply agency.
2. The bidder should have provided minimum of 5000 Unskilled, Semi-skilled, Skilled and Specialized manpower in Government Organizations / Institutions / Departments during last 05 years.
3. The bidder should be able to provide services at minimum 04 locations of the Port i.e. Head Office at Gandhidham (Kutch) , (ii) Kandla i.e. 15 Kms away from Gandhidham (iii) Tuna i.e. 15 Kms away from Gandhidham and (iv) Vadinar i.e. 300 Kms away from Gandhidham.
4. The bidder should have all valid licenses/certificates to operate as a service provider.
5. The bidder should have clearance from all Govt. Departments such as Police Department, Labour department, Income Tax/Service Tax., etc.
6. Consent to the fixed agency service charge and rates as per **ANNEXURE – III and ANNEXURE – IV** respectively.
7. Any agency defaulted previously or the owners having criminal records/fraudulent records shall not be eligible to participate or will be expelled if such details come to later and shall be governed by the guidelines elaborated at **ANNEXURE - XXI**
8. The bidder should be provide copy of Work Order and Certificate of satisfactory services. The bids will be evaluated mainly for assessment of relevant experience (including past performance), technical capacity, and financial capacity, as detailed below:

B. Experience

1. Experience is of critical importance in the determination of whether an applicant has the necessary capability to undertake and complete the given work successfully. The bidders shall give information for number of years of experience, number of services performed with name of client, number of candidates provided to Government and private organizations, fees received year wise in similar nature assignment. The requisite copies of applicable taxes paid to the Government also to be provided in order to certify the number of personal deployed and experience. The marking on experience and overall manpower to be decided on the following parameters.

- (a) Experience of the firm as Service/Manpower supply agency as on last day of month previous to the one in which applications are invited
- 1) < 5 years – 0 marks
 - 2) ≥ 5 to < 10 years – 5 marks
 - 3) ≥ 10 to < 15 years – 10 marks
 - 4) 15 years and above – 20 marks
- (b) Number of overall manpower provided to various organisations / departments / institutes of Government of Gujarat during last 5 years
- 1) < 5000 number – 0 marks
 - 2) ≥ 5000 to < 7000 number – 5 marks
 - 3) ≥ 7000 to < 10000 number – 08 marks
 - 4) ≥ 10000 number – 10 marks
- (c) Number of manpower provided to various organisations / departments/ institutions of Central Governments, other State Governments (except Gujarat Government) during last 5 years apart from Gujarat State.
- 1) < 2000 number – 0 marks
 - 2) ≥ 2000 to < 3500 number – 5 marks
 - 3) ≥ 3500 to < 5000 number – 08 marks
 - 4) ≥ 5000 number – 10 marks

C. **Technical capacity**

1. Technical capacity includes all factors determining an applicant's technical abilities other than experience. Because of its critical importance, experience is considered as a separate group of pre-qualification factors. This arrangement eliminates the possibility that lack of experience can be offset by high technical qualification. Technical capability shall be decided on following information:

- (a) Head office/branch offices of the bidder:

Head office/Branch office in Gandhidham.	4 marks
Branch office near Ahmedabad / Jamnagar/ Bhuj. 2 Mark for each location	6 Marks
Total	10 Marks

- (b) Present locations at which the services are provided by the Agency
- | | |
|-----------------------------|------------------------------|
| (1) < 2 locations – 0 Marks | (2) ≤ 3 locations – 4 Marks |
| (3) ≤ 4 locations - 8 Marks | (4) > 4 locations - 10 Marks |
- (c) Number and Type of Personnel worked/working with the agency for last 1 year (2022-23).

Table 1: Type of Manpower

Type of Personnel	Number of persons	Marks
Skilled & Specialized	500 to 600 persons	1
	601 to 700 persons	2
	701 person to 800 person	3
	801 person to 1000 person	4
	more than 1000 person	5

Semi-skilled & unskilled	500 to 600 persons	1
	601 to 700 persons	2
	701 person to 800 person	3
	801 person to 1000 person	4
	more than 1000 person	5

- (d) Training Centre: Bidder should have its own training centre or have tie up with training providers

1). Self-owned training centre ≥ 3 years	–	5 marks
2). MoU/Agreement with any training centre ≥ 3 years	–	5 marks
Total		10 Marks

- (e) Training Capacity

1) ≥ 50 to < 100	–	2 marks
2) ≥ 100 to < 200	–	3 marks
Total		3 Marks.

- (f) List of Certified Trainers

1) ≥ 3 to < 6	–	1 marks
2) 6 and above	–	2 marks
Total		2 Marks

D. Financial Capacity

1. Financial capability shall be calculated on following criterion:

Annual turnover of last three years for providing manpower /multitasking services shall be considered for the evaluation.

1) \geq Rs. 4 crore to $<$ Rs. 10 crore	– 5 marks
2) \geq Rs.10 crores to $<$ Rs.15 crores	– 08 marks
3) \geq Rs. 15 crores to $<$ Rs.20 crores	– 10 marks
4) 20 crores and above	– 15 marks

E. Advancement Capacity

1. In addition to experience, advancement capacity takes into account all other elements that determine a candidate's capacity for staying current with requirements and resources. As advancement potential is just as significant as experience, this is regarded as a different set of qualification criteria. Advancement capability shall be decided on following information:

2. Contribution of Technical Evaluation

For the Technical Evaluation of the Bids, the Committee will use the following contribution of respective group of factors. This Score will be called ST.

Experience	40 Marks
Technical capability	45 Marks
Financial capability	15 Marks
Total	100 Marks

3. Minimum scores

- (a). The minimum score needed by the bidder to be considered for qualification is set at 50 percent. The bidder scoring overall 50 percent and one who has submitted its consent to the fixed agency service charge of (5%) shall be entitled to get empanelled by DPA for supplying support services to DPA. The first 4 agencies scoring maximum marks shall be empanelled by DPA. However, the selection of more agencies in the order of merit of the marks scored shall be the sole discretion of DPA. However, in case of equal scores amongst the bidders, priority shall be given on the highest marks obtained in order of Technical Capabilities, Experience and Financial Capability respectively.
 - (b) The empanelment of the bidders shall be decided on the basis of the score obtained by them on the parameters described in the bid document and such empanelment shall be the sole discretion of the authority.
 - (c) The empaneled agencies shall be allotted Codes eg. Agency Codes, Location Code, Department Code, Skill set Code and Employee Code to place the requisition for the services to be outsourced.
 - (d) The empaneled agencies, as and when required may be asked by D.P.A. to send service renderers for interview for a particular skilled set, intended to be engaged by the agency.
 - (e) It is sole discretion of the D.P.A. to assign the task based services to be served by Agency and other agencies shall have not right to demand for services to be rendered upon or raised any complaint.
4. The Chairman, DPA, however, reserves the right to reject any or all the bids received, without assigning any reasons and any liability to DPA.
5. On selection of more than one agency, it shall be the sole discretion of the concerned authority to choose the agencies from which the required services are to be obtained. Empanelment of agency does not give guarantee that DPA would assign services at each and every location. The agency would be chosen to render services based on the requirement/locations and ascertainment of the quality of manpower through interview to be conducted by a Committee of HoDs/Senior Officers duly constituted by Authority of DPA. Accordingly, the Agency will be assigned Work Order as and when required.

F. IMPORTANT POINTS TO BE CONSIDERED FOR SUBMISSION OF BIDS

I. BIDDING DOCUMENT

- 1.1 Bidder is expected to examine all instructions, forms, terms and specifications in bidding documents.
- 1.2 Failure to furnish all information required by bidding documents or submitting a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

II. AMENDMENT OF BIDDING DOCUMENTS

- 2.1 At any time prior to the deadline for submission of bids, Authority for any reason may modify the bidding documents by amendment.
- 2.2 All the amendment and modifications in the bid document shall be put up on the website **<https://dpt.nprocure.com>** and **www.deendayalport.gov.in** The same will be binding to the bidders.
- 2.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its own discretion, may extend the deadline for the submission of bids.

III. LACK OF INFORMATION TO BIDDER

- 3.1 Bidder shall be deemed to have carefully examined all contract documents / this bid document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract. The Authority shall not entertain any disputes in this regard after the bids have been submitted. All the queries would be addressed only during the pre-bid meeting any queries received after wards shall not be considered and no reply to such queries will be given. A **Pre-bid meeting** would be held as per notified in this bid notice in the Board Room, A.O. Building, Gandhidham (Kutch)

IV. CONTRACT OBLIGATIONS

- 4.1 If after the award of the contract the Bidder does not sign the Agreement within the time limit prescribed by the Authority, Authority reserves the right to cancel the Contract and apply all remedies available to it under the terms and conditions of this document and Government Rules.

V. BID PRICE

- 5.1 The rate of services and agency charges shall remain fixed as mentioned in the Bid Document and no change shall be made in it. Any increase/decrease made by the bidder in the said charges would lead to rejection of his bid. Bidder shall categorically confirm strict compliance of this stipulation in respect of their offer.
- 5.2. Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 5.3 Authority reserves the right to seek clarification/ justification from the Bidder with regard to the bids submitted. Based on the justification provided by the Bidder, if Authority feels that the clarification is unrealistic in order to execute a project of this nature, Authority reserves the right to reject the said bid. The Bidders shall be governed by the decision of Authority.

VI. BID CURRENCY

- 6.1 For the services required in the Tender, the prices shall be quoted in Indian Rupees. Payment for such services as shall be made in Indian Rupees only.

VII. PAYMENT TERMS TO SERVICE PROVIDING AGENCY

- 7.1. The Service Provider Agency shall make payment to the Outsource service engaged by them in DPA as per the absentee statement for the number of days engaged, from their account till the 10thday of the succeeding month of engagement and it shall have to submit bill to G.A.Department of DPA. To deduct the amount for not rendering services for number of days in a month, the deduction in each month will be considered in accordance to the number of days in the particular month. The payment to the Services shall be made through e-payment System in concern's Bank Account by Agency.
- 7.2 The service provider shall raise bills by 10thday of succeeding month enclosing therewith the duly filled in and signed Performance Certificate as Annexure – X.
- 7.3 The Service Provider shall be responsible for timely payment of take home remuneration to the Services and deposit of EPF and ESI (both employee and employer share) to Respective Authority/ Department & the same is applicable to all other such statutory payments as per Government guidelines. If found any delay, less payment, non-payment of EPF and ESIC Penalty decided by authority will be charged.

- 7.4 The Service Provider has to submit proof of deposit of EPF, ESI amount & other applicable payments before submission of next month bill with individual details of name. (Bank Statement of salary payment)
- 7.5 The statutory deduction of income tax and others if any shall be deducted from the bill.
- 7.6 If a service provider receives an extra payment/an additional incorrect payment from the DPA, he must repay the amount plus 8% interest for the time as he has that amount.
- 7.7 The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
- 7.8 In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority (Chairman,D.P.A.) or controlling officer for his decision and the same shall be binding on both parties.
- 7.9 The Authority reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the service provider without assigning any reason.

VIII. PENALTY

- 8.1 Authority will levy penalty in case the Bidder fails to provide the services specified by the Authority in the ToR of this tender document. The amount of penalty shall commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by Authority. Such an amount payable by the Service Provider shall be final and binding and shall not exceed the amount as mentioned hereunder.
- 8.2. On the Service Provider repeatedly failing to rectify the faults within the time period as stated by the Authority, the Authority is free to cancel / terminate the Contract by giving one month notice. The penalty amount shall be recovered from the agency's pending amount of the bills, security deposit and/or forfeiting Bank Guarantee.
- 8.3 Also, the Authority may, at its discretion, get the deviations, faults attended/ rectified by any other agency at the risk and cost of the Service Provider and the same will be recovered from the Service Provider.
- 8.4 **Clause 3.4, Section II** : The service credential verification in this point must be completed within three months after the service's engagement, if service provider fails to provide any of the mentioned details, a penalty of Rs. 500 every month for every manpower will be charged till the details receive.
- 8.5 **Clause No. 3.21, Section II:** If agency fails to provide substitute.

SR. NO.	DELAY IN PROVIDING NEW MANPOWER/ REPLACEMENT	PENALTY
1	Manpower replacement within one month of service serving notice period	No Penalty
2	More than 30 days but less than 45 days from the day requirement generated	Penalty of Rs. 500 per service / per day
3	More than 45 days but less than 60 days from the day requirement generated	Penalty of Rs. 1000 per service / per day
4	More than 60 days from the date of requirement generated	DPA may take suitable action along with Rs. 2000 as Penalty per person / per day , including the transfer of the code to another agency

- 8.6 **Clause No. 3.37, Section II:** The shortlisted agency have to maintain online HRMS. If the agency fails to maintain HRMS, a monthly service charge of 1% will be deducted until the online HRMS is maintained.
- 8.7. **Clause No. 3.43, Section II:** The Agency shall make payment of wages of a month to the personnel engaged by it on or before 5th of the succeeding month.

If any delay is found in making the payment to the services on the part of the agency then the same would be subject to penalty of 0.5% from Service charge will be deducted per manpower services after 5th of the month till the 10th and after 10th of the month 1% of service charge will be deducted for preceding 5 days till the payment will be done provided that the DPA has cleared last generated bill of salary payment. For example:

SR. NO.	DELAY IN MAKING PAYMENT (IN DAYS)	PENALTY	PAYABLE SERVICE CHARGE
1	10th to 15th day of the month	0.5% of Service charge	4.5%
2	15th to 20th day of the Month	1% of Service charge	4%
3	20th to 25th day of the Month	2% of Service charge	3%
4	25th to 30th/31st day of the Month	3% of Service charge	2%
5	After 30th/31st day of the Month	No Service charge will be payable	-

- 8.8 If agency fails to provide training to the services, the agency must repay 1% of service charge plus 8% interest for the time as he has not provided training.
- 8.9 The aforementioned penalties will be carried out once or twice a year. DPA will determine the timing for penalty recovery, and agencies must keep accurate records on all of the above penalty criteria.

IX. PATENT RIGHTS

- 9.1 Service Provider shall indemnify the Authority against all third-party claims of infringement of patent, trademark/ copyright arising from the use of services or any part thereof.

X. AUTHORITY'S RIGHT TO AWARD CONTRACT TO ONE OR MORE BIDDERS

- 10.1 Authority reserves the right to award the Contract to one or more Service Provider/s and split the order for different port offices among different Service Providers.

XI. BIDDER TO VISIT THE SITE BEFORE QUOTING ITS BID

11. The bidder has to personally visit the site and take into consideration all the factors before submitting its bid. No disputes shall be entertained regarding any factor that has been neglected or overlooked once the bid has been submitted by the bidder.

XII. BIDDER'S OBLIGATION

- 12.1 Service Provider shall appoint, an authorized person not lower than the rank of Manager as "Co-ordinator - Service Provider" to co-ordinate with the Authority in all matters related to Service Provider for the successful implementation and operation of the project and to be responsible for all necessary exchange of information.
- 12.2 Service Provider shall provide all assistance to the Authority representative/s as they may reasonably require for the performance of their duties and services.

- 12.3 Service Provider shall be responsible for all statutory obligations/ liabilities like Salary, ESI, PF, etc. as per Labour Laws for the manpower employed by it.

XIII. AUTHORITY'S OBLIGATIONS

- 13.1 Grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from in connection of providing the services and the performance of the Service Provider obligations.
- 13.2 Authority shall make the payment of the bills for providing the services within 15 days after submission of correct bill by the service provider.

XIV. LIQUIDATED DAMAGES

- 14.1 In the event of failure of the Service Provider to secure Acceptance by Authority, before the commencement date as prescribed by the Authority, the Authority reserves the option to recover from the Service Provider as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the Service to be rendered for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract.

XV. TERMINATION OF THE CONTRACT

- 15.1 If Authority finds that Service Provider does not provide services in line with tender conditions for Fifteen (15) days continuously or for fifteen (15) days intermittently in a month at a specified output level due to reasons attributable to Service Provider, it may give a Notice to rectify the defect/ deviation on an immediate basis. On failure of Service Provider to do so, Authority may at its sole discretion, terminate the Contract after giving adequate notice for termination.
- 15.2 If Authority finds that during the Contract Period, there are substantial deviations from tender specifications and the bidder's Proposal, it shall ask for rectification within a reasonable time frame. On failure of Service Provider to do so, it may terminate the contract after giving adequate Notice.

In case of suppressing of any facts or furnishing of false information or malpractice committed by the service provider anytime during the tender process and/or during the contract period, the Authority shall reject the bid in whole or terminate the contract agreement. In event of such omission, the Authority reserves right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the Authority. In addition to above, the Authority may also black list or suspend or debar the service provider from participating in future tenders, as the Authority thinks deem fit.

- 15.3 At any time during the Contract Period, Authority has the right to cancel the Contract after giving a notice of 30 days, if the Service Provider commits breach of any or all conditions of the contract and fails to remedy the breach within the time frame by the Authority. Breach of Contract includes, but not limited to the following: a) Service Provider stops work and such stoppage has not been authorized by the Authority. b) Service Provider may become bankrupt or goes into liquidation other than for project or amalgamation. c) Authority gives notice to correct a particular defect/ irregularity and the Service Provider fails to correct such defects/ irregularity within a reasonable period of time determined by the Authority. d) Service Provider is found to act in selfish interest and not in interest of the beneficiaries. e) Serious misconduct/ accident on part of the Service Provider.
- 15.4 If the contract is terminated by the D.P.A unilaterally, the DPA will pay to the Service Provider remaining amount minus Service Charge, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.
- 15.5 If any agency terminated, next eligible bidder may be assigned as service provider at any time of contract with remaining contract period.

XVI. "NO CLAIM" CERTIFICATE

- 15.6 The Service Provider shall not be entitled to make any claim, whatsoever, against the Authority, under or by virtue of or arising out of this Contract, nor shall the Authority entertain or consider any such claim, if made by the Service Provider and the Service Provider shall have signed a "No Claim" Certificate in favour of the Authority in such forms as shall be required by them after the works are finally accepted.

XVI. OWNERSHIP OF DATABASE AND ASSET

- 16.1 The ownership of database as and when created in the course of the execution of the work under this tender during the contract period without any liability will be automatically vest with the Authority. None of the physical facility and services under this tender shall be transferred to Authority at the end of the Contract Period, except the capital expenditure made by the Authority.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Date:

Name :

M.NO.

Seal & Sign of Contractor

**Secretary
Deendayal Port Authority**

SECTION – IV - ANNEXURES

ANNEXURE-I

BIDDER'S COVERING LETTER:

To,

Secretary,
Deendayal Port Authority,
A.O. Building,
Post Box No. 50,
Gandhidham – Kutch
Pin Code : 370 201

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We hereby give our consent the Authority or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted to clarify the financial and technical aspects of this application. For this, we hereby authorize (any public official, engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Authority to verify statements and information provided in this application or regarding our competence and standing.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 120 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this Day of

(the month and year) Signature of Authorised Signatory

In capacity of

Duly authorized to sign the bid for and on behalf of.....

ANNEXURE-II :

TECHNICAL BID FORM

CHECK LIST FOR MINIMUM ELIGIBILITY & SELF-EVALUATION CRITERIA

This attached Annexure is the most important document for bidders. These annexures will firstly determine whether the bidder qualifies in minimum eligibility criteria and further also allows bidder to do the self –evaluation by providing information in forms of documented proof.

Accordingly all the attachments, proofs and claims by bidder to be marked appropriately in respective columns with correct page numbers. Any mistake/missing information on part of bidder may lead to non-assessment of respective criteria and may not get marking for the same. Mentioned below are some of the salient points that need to be kept in mind before filling out this annexure.

- (1) The **Annexure II** consists of evaluation tables for **10 criteria and 06 forms**. Each criterion and form should be assessed meticulously, and the details must be filled in accordance with the provided instructions in the tables and forms. The bidder is advised to exercise utmost caution while completing the details.
- (2) The documents necessary to substantiate each criterion are clearly listed in the appropriate tables. The details of the same should be endorsed in the table, and the bidder should attach the appropriate documentation.
- (3) All the mentioned documents are mandatory for the evaluation unless mentioned as Additional or Optional.
- (4) Attaching of Additional or Optional documents will aid in verification and evaluation of each criteria.
- (5) Each tender criterion must be self-assessed by each bidder using the guidelines provided in the various tables. The bidder must self-evaluate and endorse the scored mark in the corresponding column in each criteria table duly vetted by them based on documents provided.
- (6) Any document or proof that is not mentioned in the requirements for each criterion will not be considered for evaluation.
- (7) The tables for each criterion is divided into two main categories
 - (a) Minimum Eligibility Criteria (**As per SECTION III of tender document**)
 - (b) For Technical Evaluation (**As per SECTION III of tender document**) subdivided as
 - (i) Experience
 - (ii) Technical Capability
 - (iii) Financial Capability
- (8) For justifying Technical Evaluation (Experience, Technical Capability and Financial Capability) necessary supporting documents to be attached.
- (9) **FORM 6** should be filled out by the bidder based on the self-evaluation conducted for Technical Bid, Financial capabilities and Experience.

Note:

- (i) During the pre-bid meeting, if any bidder wishes to specify any specific document or proof to be included, they can mention it during the meeting itself. Based on the merit of the recommendation or representation, DPA will make a decision and communicate it to all concerned parties accordingly.
- (ii) If need arises, DPA or its representative may physically verify the facts for any criterion, and the bidder is expected to comply with this requirement.

PROFILE of BIDDER:

Sr. No.	Particulars	Details	Copy Attached Yes/No	Page No. in the document
1	Name of the Agency			
2	Details of EMD			
	(i) Amount:			
	(ii) Draft No:			
	(iii) Date:			
	(iv) Issuing Bank:			
3	Date of establishment of the Agency			
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person			
6	Whether a copy of the terms and conditions (ANNEXURE – I) duly signed, in token of acceptance of the same, is attached.			
7	Whether the firm is blacklisted ever by any government department or PSU/Private company, any other company where in the applicant agency was stakeholder of more than 30% or any blacklisting/criminal action initiated against firm or its owner/partners anywhere in India. (If no, affidavit is to be attached in this regard.)			

Criteria 1: Experience of the firm as service/Manpower Supply agency

MINIMUM ELIGIBILITY CRITERIA (Experience of 05 years)					FOR TECHNICAL BID EVALUATION		
SR NO .	Documents Required	Details to be furnished		Page no. in the Bid document	Whether qualifying min. eligibility criteria (Yes/No)	Self- Evaluation (To be done by bidder)	
						Condition (Experience in No. of Years)	Marks Scored
1	GST Registration No. as a manpower recruitment agency	GST No.	Date Of registration			<5YEARS - 0 Marks	
2	PAN TAN no.(copy to be enclosed	PAN TAN No.	Date Of Registration			≥5 TO <10 YEARS-5 Marks	
3	Professional Tax (PT) registration No. (Certificate code no. of enrolment/revision of certificate of registration under sub – section (1) of section (5) at the Gujarat state tax on profession trades, calling &employment act, 1976.	PT registrat ion No.	Date Of Registration			≥10 TO < 15 YEARS-10 Marks	
						15 YEARS & ABOVE-20 Marks	

5	Valid Labour License for providing manpower supply in industries/Education sector, State /Central Govt. dept.	License No	Date of registration	Valid Upto (As applicabl e)				
6	ISO certificate as Manpower Recruitment Agency	ISO Certificate NO.	Date Of Registrat ion	Valid Upto (As applicable				
7	EPFO certificate (Ministry of Labour, Govt. of India) Code no.	EPFO Code No.	Date Of Registration					
8	ESI certificate showing Code No.	ESI Code No.	Date Of Registration					
9	Self-attested copies of challan of EPF Contribution (a) For Min Eligibility Criteria: last 5 Years data is required) (b)For Technical bid Evaluation: As applicable is beyond 5 years as per experience of company	Financial Yr (2020-2021 onwards)	Challan No. (One challan for every year)					

Note : **The labour license will be cross-verified with either the PF or the work order for details**

Criteria 2(A): Bidder should have experience of providing (minimum 5000) manpower to various organizations / departments / institutes of Government of Gujarat during last 5 years (In Gujarat)

- (i) The Type of manpower (Unskilled, semi-skilled, skilled and specialized) will be assessed through PF summary and will be done by the amount of PF deposited w.r.t to employees as mentioned below

Unskilled & semi-skilled	PF <1800
Skilled & Specialized	PF =1800

- (ii) PF summary, Clients' work order and satisfactory completion certificate are mandatory and will be considered as proof for criteria no.2 (A) and 2(B).
- (iii) For SL No. 4 details can be given as additional documents to support the criteria 2(A) & 2(B)

MINIMUM ELIGIBILITY CRITERIA (MINIMUM 5000 MANPOWER) (IN TOTAL)					FOR TECHNICAL BID EVALUATION		
SL NO.	DOCUMENT S REQUIRED	DETAILS TO BE FURNISHED		PAGE NO. IN THE BID DOCUMENT	WHETHER QUALIFYING MIN. ELIGIBILITY CRITERIA (YES/NO)	SELF- EVALUATION (TO BE DONE BY BIDDER)	
						CONDITION (MANPOWER NO.)	MARKS SCORED
1	Period (in Yrs)	PF Summary				< 5000 - 0 marks	
		Total No. of Manpower /Service	PF Summary Attached (Yes /No)			≥ 5000 to < 7000 - 5 marks	
						≥ 7000 to < 10000 - 8 marks	
						≥ 10000 - 10 marks	
	2023-2024						
	2022-2023						
	2021-2022						
	2020-2021						
	2019-2020						
	GRAND TOTAL						

2	Previous Clients Work Orders	As per Form 1 (year wise)				
		2023-2024				
		2022-2023				
		2021-2022				
		2020-2021				
		2019-2020				
3	Satisfactory Completion certificate by Client on its letter head (Form 2)	Year	Client's name	Certificate Attached (Y/N)		
		2023-2024				
		2022-2023				
		2021-2022				
		2020-2021				
		2019-2020				
4	ESIC Summary /Professional Tax summary (Additional)	Period (in Yrs)	Manpower Strength			
		2023-2024				
		2022-2023				
		2021-2022				
		2020-2021				
		2019-2020				

Criteria 2(B): Bidder should have experience of providing (minimum 2000) manpower to various organizations / departments / institutions of Central Governments, other State Governments (except Gujarat Government) during last 5 years apart from Gujarat State.

MINIMUM ELIGIBILITY CRITERIA (MINIMUM 2000 MANPOWER) (IN TOTAL)					FOR TECHNICAL BID EVALUATION	
SL NO.	DOCUMENTS REQUIRED	DETAILS TO BE FURNISHED		PAGE NO. IN THE BID DOCUMENT	WHETHER QUALIFYING MIN. ELIGIBILITY CRITERIA (YES/NO)	SELF- EVALUATION (TO BE DONE BY BIDDER)
						CONDITION MARKS SCORED
1	Period (in Yrs)	PF Summary				< 2000 - 0 marks
		Total No. of manpower/ser vice	PF Summary Attached (Yes/No)			≥ 2000 to < 3500 - 5 marks
	2023-2024					≥ 3500 to < 5000 - 8 marks
	2022-2023					≥ 5000 - 10 marks
	2021-2022					Total
	2020-2021					
	2019-2020					
	GRAND TOTAL					
2	Previous Clients Work Orders	As per Form 1 (year wise)				
		2023-2024				
		2022-2023				
		2021-2022				
		2020-2021				
		2019-2020				

3	Satisfactory Completion certificate by Client on its letter head (Form 2)	Year	Clients name	Certificate Attached (Y/N)			
		2023-2024					
		2022-2023					
		2021-2022					
		2020-2021					
		2019-2020					
4	ESIC Summary /Professional tax Summary (Additional)	Period (in Yrs)	Manpower Strength				
		2023-2024					
		2022-2023					
		2021-2022					
		2020-2021					
		2019-2020					

Criteria 3 (A): Head Office & Branch Office of the bidder

FOR TECHNICAL BID EVALUATION						
SL NO.	DOCUMENTS REQUIRED ANY OF (SL NO. 1, 2,3) (TICK MARK THE DOCUMENT THAT IS BEING ATTACHED) SL NO.4 IS MANDATORY (1)	LOCATION DETAILS (HEAD OFFICE/BRANCH OFFICE) (TICK THE LOCATION) (2)	NEAREST BRANCH OFFICE DETAILS { SHOULD BE WITHIN 50 KM OF LOCATION MENTIONED IN (2) } (IN CASE OF (2) NOT AVL.) (3)	PAGE NO. IN THE BID DOCUMENT (4)	SELF- EVALUATION (TO BE DONE BY BIDDER) (5)	
					CONDITION	MARKS SCORED
1.	Shop Establishment Act License (Tick mark the port location) (OR)	Gandhidham			(i) Head Office /Branch office at Gandhidham - 04 marks (ii) Nearest Branch office at Ahmedabad / Jamnagar / Bhuj - 06 marks	
		Ahmedabad / Jamnagar / Bhuj				
2	Property Tax or any Govt. certified documentary proof (OR)					
		Gandhidham				
		Ahmedabad / Jamnagar / Bhuj				
3.	Rent Agreement/Owners' deed (Tick mark the port location) AND	Gandhidham				
		Ahmedabad / Jamnagar / Bhuj				
4	Light Bill (Tick mark the port location) (last 6 Months)	Gandhidham				
		Ahmedabad / Jamnagar / Bhuj				

Criteria 3 (B) Bidder should be able to provide services at minimum 4 port locations and Gandhidham HO

MINIMUM ELIGIBILITY CRITERIA (MIN. 4 PORT LOCATIONS & GANDHIDHAM (HO)				TECHNICAL BID EVALUATION	
Sl No.	Locations	Can provide manpower (Yes/No)	Declaration attached (FORM 3) (Yes/No)	Self-evaluation (To be done by the bidder)	
				Condition	Marks scored (Max. Marks 10)
1	Gandhidham (HO)			Port Locations of DPA where manpower can be provided (1)< 2 locations– 0 Marks (2)≤ 3 locations– 4 Marks (3)≤ 4 locations- 8 Marks (4)>4 locations-10 Marks	
2	Kandla				
3	Tuna				
4	Vadinar				

Criteria 4: For type of manpower provided for last 01 year (2023-24) (As per Section III, sub section (C) (b) of tender document)

- (i) PF summary for 01 year (2023-24) to be attached separately as per below mentioned criteria for manpower type

Unskilled & Semi-Skilled	PF <1800
Skilled & Specialized	PF =1800

- (ii) An excel sheet to be provided containing the details of manpower according to above mentioned categories

TECHNICAL BID EVALUATION				
SELF EVALUATION (TO BE DONE BY BIDDER)				
SR. NO.	CONDITION	MARKS SCORED	PF SUMMARY ATTACHED (YES/NO)	EXCEL SHEET ATTACHED (YES/NO)
1	Semi-skilled & Unskilled 500-600 – 1 mark 601-700 – 2 marks 701-800 – 3 marks 801-1000 – 4 marks More than 1000 – 5 marks			
2	Semi-skilled & Unskilled 500-600 – 1 mark 601-700 – 2 marks 701-800 – 3 marks 801-1000 – 4 marks More than 1000 – 5 marks			
	G. Total Marks Scored			

Criteria 5 : Training Capabilities

FOR TECHNICAL BID EVALUATION							
SR.NO.	REQUIREMENT	DETAILS TO BE FURNISHED			PG NO. IN THE BID DOCUMENT	SELF- EVALUATION (TO BE DONE BY BIDDER)	
						CONDITION	MARKS SCORED
1	Certificate of establishment of training centre (>=3 year old)	Certificate no.	Issued by	Date of registration		Self-owned training centre ≥ 3 years – 10 marks	
						MoU with any training centre ≥3 years - 05 marks	
2	Certificate of MoU/Agreement with any training centre (>= 3 year old)	MoU No./Agreement No.		Date of MoU		No. of certified trainers ≥ 3 to < 6 – 01 mark 6 & above - 02 marks	
						Training capacity ≥50 to <100 - 2 marks ≥100 to ≤ 200 - 3 marks	
3	ISO certification of training institute	Certificate No.	Issued By	Date of registration		TOTAL	
4	List. of certified Trainers	Total No. of Trainers		PF details/Salary Slip of last 3 months of trainers			
5	Training Capacity of the training centre	No. of Training Rooms		Capacity of each Training room			
6	Electric bills of training centre of last 3 years	Bill Attached (Yes/No)					
7	No. of certificates issued till date (optional)	Total No. of certificates					

- Criteria 6:** Bidder should have annual turnover of Rs 3.64 crores for last 3 years ending 31st March of previous financial year.
- Criteria 7 & 8:** Bidder should give self-declaration in the below mentioned format that he has valid licensed /certificates to operate as service provider.

MINIMUM ELIGIBILITY CRITERIA								FOR FINANCIAL CAPABILITY		
S R . N O .	DOCUMENTS REQUIRED	DETAILS TO BE FURNISHED						WHETHER QUALIFYING MIN. ELIGIBILITY CRITERIA (YES/NO)	SELF-EVALUATION (TO BE DONE BY BIDDER)	
		(2)							CONDITION	MARKS SCORED
1	Certificate of annual turnover by CA for last 3 years [THE CERTIFICATE SHOULD HAVE UDIN NO.]	FY 2023-24 (Annual Turnover)		FY 2022-23 (Annual turnover)		FY 2021-22 (Annual Turnover)		G.Total (Annual Turnover)	≥ 4 crore to < 10 crore - 5 marks ≥ 10 crore to < 15 crore - 8 marks ≥ 15 crore to < 20 crore- 10 marks 20 crores and above - 15 marks 	

MINIMUM ELIGIBILITY CRITERIA			
SR NO	DOCUMENTS REQUIRED (1)	ATTACHED (YES/NO) (2)	PG NO. IN THE BID DOCUMENT (3)
1	Self-declaration to be furnished by bidder as per Form 4		
2	List of Departments/Agencies wherein the certificates are obtained		

Criteria 9: Consent to the fixed agency service charge and rates

MINIMUM ELIGIBILITY CRITERIA			
SR NO.	REQUIREMENT	CONSENT ATTACHED (YES/NO)	PG NO. IN THE BID DOCUMENT
1	Annexure III		
2	Annexure IV		

Criteria 10: NO criminal/fraudulent records

MINIMUM ELIGIBILITY CRITERIA			
SR.NO.	REQUIREMENT	DECLARATION ATTACHED (YES/NO)	PG NO. IN THE BID DOCUMENT
1	Declaration as per FORM 5 (sealed & Signed by Notary)		

Form 1: Previous client's Work Order

S.NO.	NAME OF THE CLIENT	YEAR OF WORK SANCTIONED	NAME OF WORK/ PROJECT & LOCATION	NO. OF MANPOWER PROVIDED {REFER CRITERIA 2(A) PT NO. (II) }	
				UNSKILLED/ SEMI-SKILLED	SKILLED/ SPECIALIZED
1		2023-2024			
2		2022-2023			
3		2021-2022			
4		2020-2021			
5		2019-2020			

Form 2 Completion certificate by Client on its letter head for criteria 2(A) & 2 (B)

CERTIFICATE OF SATISFACTORY PERFORMANCE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that _____ (Name of Contractor) of _____
has been providing manpower to our organization _____ since _____. We are satisfied by the services
provided by him.

The details of the manpower provided by _____. (Company name) is mentioned below.

SR. NO.	YEAR	NO. AND TYPE OF MANPOWER (CATEGORISED AS PER THEIR PF) REFER CRITERIA 2(A) PT NO (II)	
		UNSKILLED, SEMI –SKILLED (TOTAL NO.)	SKILLED & SPECIALIZED (TOTAL NO.)
G Total			

Name & Signature of the company/firm owner/Authorised signatory

Date:

Form 3: Self Declaration for Criteria 3 (B)**DECLARATION**

In response to the Tender No. _____ Dated _____ for
" _____ ".I/ We hereby declare that presently our Company/ Firm will be able to provide services
at minimum 04 of the following port locations and Gandhidham HO.

SL NO	PORT LOCATION	MANPOWER CAN BE SUPPLIED (YES/ NO)
1	Gandhidham (HO)	
2	Kandla (15 Kms away from Gandhidham)	
3	Jamnagar / Vadinar (300 Kms away from Gandhidham)	
4	Tuna (15 Kms away from Gandhidham)	

**Name & Signature of the company/firm owner/
Authorised signatory**

Date:

Form 4: Self Declaration for criteria 7 & 8

DECLARATION

In response to the Tender No. _____ Dated _____ for " _____ " I/ We hereby declare that presently our Company/ Firm is in possession of all valid current licenses and certificates to operate as a manpower service provider.

We further declare that presently our Company/ firm has clearances from Police department, labour department, and income tax/service tax department to function as manpower service provider.

During the course of tendering process, in case any certificate/license/permission expires, it will be renewed before the shortlisting/award of tender.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name & Signature of the company/firm owner/Authorised signatory

Date:

Form 5: Declaration for Criteria 10 (Notarized Copy)

DECLARATION

In response to the Tender No. Dated for " " I/ We hereby declare that presently our Company/ Firm having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

**Name & Signature of the
company/firm owner/Authorised
signatory**

Date:

Signed & Sealed by Notary

Form 6: Summation of the Total Marks of Self Evaluation For Technical Evaluation) scored by the bidder (Based on the criteria 1 to 6)

CRITERIA NO.	SELF-EVALUATION CRITERIA	MAX MARKS	MARKS AS PER SELF-EVALUATION	TOTAL MARKS AS PER SELF EVALUATION	FOR DPA
	EXPERIENCE				
	(Max Marks 35)				
1	Experience of the firm as service /Man power supply agency	20			
2 (A)	No. of manpower provided in the state of Gujarat either to the State Government /PSU/private sector (In Gujarat)	10			
2 (B)	No. of manpower outside the state of Gujarat either to the Central Government /PSU/private sector. (Outside Gujarat)	10			
	TECHNICAL CAPACITY				
	(Max Marks 50)				
3 (A)	Head Office /Branch Office of the bidder	10			
3 (B)	Port Locations of DPA wherein the manpower can be provided	10			
4	No. and type of personnel worked /working with the agency (For last 1 year)(2022-23)	10			
5	Training Capacity	15			
	FINANCIAL CAPACITY				
	(Max Marks 15)				
6	Bidder's annual Turn over	15			
	G Total	100			

ANNEXURE-III: **CONSENT TO FINANCIAL BID**

To,

Secretary,
Deendayal Port Authority,
A.O. Building,
Post Box No. 50
Gandhidham – Kutch

Dear Sir,

We have gone through all bidding documents (Pre-qualification) and we the undersigned offer to undertake the responsibility of supplying services as required.

We hereby confirm that, this Bid complies with the required Bid validity and EMD. We also under take that if our Bid is accepted, we shall abide by all tender conditions as specified in Bid.

We understand that the Chairman, DPA reserves the right to reject, any Bid and to annul the bidding process and reject all Bids at any time prior to award of contract without there by incurring any liability to the affected bidder or bidders, or any obligation to inform the affected bidders.

We hereby agree to pay the remuneration to the manpower provided by us for providing services to DPA as per the **Annexure-IV** and also agree to draw fixed agency service charge of 5%.

Place:

**Signature of the Bidder / Authorized person
with Stamp**

Date:

ANNEXURE - IV

FOR PROVISION OF SERVICES RATE PER MONTH PER PERSON ENGAGED IN ORDER TO DELIVER THE SERVICES FOR DPA AT GANDHIDHAM AND VARIOUS PORT LOCATIONS

1. Name of tendering Service Provider:
2. Fixed basic rate per person per month:

NO.	TYPE OF SERVICES	FIXED	VARIABLE/ STATUTORY LIABILITIES
1	Support service (Imperitus/Unskilled)	Rs.20,900.00	EPF 13% + ESIC 3.25%+ Bonus 8.33% + applicable GST +other taxes as would be applicable
2	Support services (Semi-peritus / Semi-Skilled)	Rs.27,400.00	
3	Support service (Peritus/Skilled)	Rs.32,500.00	
4	Support service (Specialized) Category A	Rs.36,500.00	
5	Support service (Specialized) Category B	Rs.50,000.00	
6	Support service (Specialized) Category C	Rs.80,000.00 OR MORE AS DECIDED BY CHAIRMAN, D.P.A.	

Notes:

For eg: Support service rate per person per month inclusive of all basic + statutory liabilities to be paid by DPA to the agency for respective services as per present rates.

Table: 1

SR. NO.	TYPE OF SERVICES	FIXED	VARIABLE					
		BASIC	EPF 13%	ESIC 3.25%	BONUS 8.33%	TOTAL PER SERVICE	SERVICE CHARGE 5%	TOTAL
1	Support service (ImPeritus)	Rs.20,900	Rs.1,950	Rs.679.25	Rs.1740.97	Rs.25270.22	Rs.1263.51	Rs.26533.51

Table: 2

SR. NO	TYPE OF SERVICES	FIXED	VARIABLES			
		BASIC	EPF 13%	TOTAL PER SERVICE	SERVICE CHARGE 5%	TOTAL
1	Support service (Semi-Peritus)	Rs.27,400.00	RS.1950	RS.29,350.00	RS.1467.5	RS.30,817.5
2	Support service (Peritus)	Rs.32,500.00	RS.1950	RS.34,450.00	RS.1722.5	RS.36,172.5
3	Support service (Specialized) Category A	Rs.36,500.00	RS.1950	RS.38,450.00	RS.1922.50	RS.40,372.5
4	Support service (Specialized) Category B	Rs.50,000.00	RS.1950	RS.51,950.00	RS.2,597.50	RS.54,547.5
5	Support service (Specialized) Category C	Rs.80,000.00	RS.1950	RS.81,950.00	RS.4097.50	RS.86,047.50

- (i) **As per Table 1 the Basic salary is RS.20,900.00** & inclusive of all applicable charges, EPF, ESIC, Bonus & service charges, DPA has to pay **Rs.25270.22** plus applicable tax like GST or any other government taxes for hiring services.
- (ii) The Variable above are shown as per present rates i.e. EPF 13% + ESIC 3.25% + Bonus 8.33% + applicable GST + other taxes as would be applicable as per present rates and are subjected to change as per the Government rules.
- (iii) **As per Table 2 example 1 the Basic salary Rs.27,400.00** & inclusive of only EPF and Service charge (as per Government rules), DPA has to pay **RS.29,350.00** plus applicable tax like GST or any other government taxes for hiring services.

ANNEXURE - IV

Classification of Services

SR NO	TYPE OF SKILL & MINIMUM QUALIFICATION FOR DELIVERING SERVICES	SERVICES REQUIRED
1	Support Services (Imperitus) (Includes Peon, Gardener, Plumber, Pump operator etc.)	(i) For up keeping and maintaining the office: Maintaining neat and clean office rooms, opening of the office/premises before arrival and closing after depart of office staff, assisting in any office work as may be required by the Officer/Staff, transferring files/correspondence/equipment from one desk/office to other as directed including the priority involved in the movement of papers/files marked 'Urgent', 'Immediate' and 'Priority' and act accordingly, work related to local Post and Telegraph Offices, Treasury and Banks, availability of services till the office closure time, watch & ward services etc. (ii) Any other similar nature of services as may be decided and agreed upon mutually. (iii) Any other work assigned by Authority
2	Support Services (Semi-Peritus) For Security Services: Minimum 10th Pass	(i) For services of driving: Driving and maintaining the vehicle in good condition and ensuring that the servicing of the vehicle is done properly and periodically, Maintaining the log book of the vehicle, have valid documents for performing the services (ii) For services of guarding: To guard the place, monitor the entry and restrictions as per the direction to be ensured during the day and night cycle as per the shift, keeping watch on the office premises/place of duty assigned, No unauthorised person to be allowed to enter. (iii) Services related to operation of lift: Involves operation of lift including the stoppage or emergency actions to be taken (iv) Any other similar nature of services as may be decided and agreed upon mutually. (v) Any other work assigned by Authority
3	Support Services (Peritus) (Graduates, diploma holders, ITI, etc.)	(i) Desk services: Typing work/services all the matter as per direction in English and Gujarati, preparing and maintaining the records, maintaining the file movement, indexing, file numbering, etc., Accounting work, data collection, analysing and related work, statistical data entry etc. (ii) For electrification services: Keeping all the electrical assets in working condition, keeping the backup in working condition for emergency purpose/power shutdown, installing and maintaining the wiring. (iii) Any other similar nature of services as may be decided and agreed upon mutually. (iv) Any other work assigned by Authority

4	Support Services Specialized	
	(i) Category A	(i) Performing specialized duty as assigned by Authority related to IT, Engineering, administration, legal, finance, accounting, etc.
	(ii) Category B	(ii) Any other similar nature of services as may be decided and agreed upon mutually.
	(iii) Category C	(iii) Skills and Experience for Specialized: <ul style="list-style-type: none"> ➤ Graduates ➤ Post Graduates ➤ Nautical/Marine: Minimum 12th pass with certificate of COC (Certificate of Competency) for specialized cadre. ➤ Minimum Graduation and 6 month Certified Course/Master's degree in particular specialization ➤ Specific degrees like in LAW, CA/CS etc. ➤ Minimum experience of 2 years for Post Graduate and 3 years for Graduates.

The payment shall be made on conclusion of the calendar month only considering government holidays and number of working days for which duty has been performed for providing services as certified by the Authority.

Service Charge and Increment:

1. Agency Service Charges of 5% mentioned in the tender would remain fixed and monthly basis. Any change in the said charges would not be acceptable.
2. The agency will provide below mentioned services with no extra cost as the same is covered in Agency service charge:
 - (i) HRMS software (Leave report, Adjustments, Salary slip, Attendance, Performance Management, etc.)
 - (ii) Joining Kit which includes instruction manual, I cards for service personnel, T-shirt for wearing on occasions.
 - (iii) Diary and Pen will be given annually.
 - (iv) Registers & Biometric system required at Ports and Head office.
 - (v) Deputing a service personnel of agency at DPA for entire observation.
 - (vi) Typing Software
3. There would be an increase of 10% every year on the fixed part of the rates shown above and accordingly the variable part of the rates would change.

For example:

TYPE OF SERVICES	BASIC RATE AS MENTIONED IN TENDER	REVISED BASIC RATE AFTER COMPLETION OF ONE YEAR OF AGENCY.	REVISED BASIC RATE AFTER COMPLETION OF TWO YEARS OF AGENCY.
Multi-tasking service (Imperitus)	Rs.20,900	Rs.22,990	Rs.25,080
Multitasking service (Semi-Peritus)	Rs.27,400.00	Rs.30,140.00	Rs.32,880.00

ANNEXURE - V

PROFORMA OF GENERAL POWER OF ATTORNEY

(TO BE SIGNED AND EXECUTED ON NON-JUDICIAL STAMP PAPER)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt____ S/O_____ Residing at_____
2. Sri/Smt____ S/O_____ Residing at_____
3. Sri/Smt____ S/O_____ Residing at_____

I/ We all the Partners/ Directors/ Board members/ trustees/ Executive council members / Leaders of M/S _____ having its registered office at hereby appoint Shri _____ S/O _____ residing at _____ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of (Authority), Gandhinagar 382010 in connection with its tender No. dated _____.

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (With address) Signature of the Partners/ Directors/ Board

Members Executives/ Trustees/ Council members

Signature of the authorized person

Date:

Name:

Place:

Seal:

ANNEXURE - VI

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

To,

Secretary,
Deendayal Port Authority,
A.O. Building,
Post Box No. 50
Gandhidham – Kutch

Dear Sir,

Subject: Authorization for attending bid opening on (date) in the Tender for experienced and reputed agencies for providing office support services to DPA.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

Order of Preference

Name	Specimen Signature
------	--------------------

1.	
2.	

For

Officer authorized to sign the bid documents on behalf of the bidder.

Note:

- 1. Only one representative shall be allowed.**
- 2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.**

ANNEXURE – VII

DECLARATION

We solemnly declare that we have attached all the documents mentioned as above. We hereby confirm that non-compliance of any documents, will be treated as non-responsive tender and we will lose our claim to participate in the tender enquiry and our bid will automatically liable to reject.

Signature of the bidder with Seal

**Signature of the Bidder /
Authorized person with
Stamp**

ANNEXURE – VIII

CLASSIFICATION OF TASK BASED SERVICES

SR. NO.	TYPE OF SERVICES	NATURE OF WORK
I	IMPERITUS (UN-SKILLED)	(i) Peons (ii) Gardening (iii) Plumbing (iv) Housekeeping (v) Any other similar service
II	SEMI – PERITUS (SEMI – SKILLED)	(i) Watch & Ward (ii) Drivers (iii) Any other similar services
III	PERITUS (SKILLED)	(i) Clerical Services (ii) Desk Services (iii) Electrical Services (iv) Data Entry Operators (v) Para Medical Services (vi) Content creative / Social media etc. (vii) Other Similar nature of work
IV	SPECIALIZED	Performing specialized duty assigned by Authority related to (i) IT (ii) Engineering (iii) Administration (iv) Legal (v) Finance (vi) Accounting etc. (vii) Statistical Data Analyst (viii) Marketing Services (ix) Any other similar services

ANNEXURE – IX

DESCRIPTION OF CODES

Sr. No.	Service location	Code
I	Gandhidham & head office	I
Ii	Kandla	Ii
Iii	Tuna	Iii
Iv	Vadinar	Iv

Sr. No.	Department	Code	Service	Code
I	General administration department	A	Imperitus (un-skilled)	1
Ii	Civil Engineering Deptt.	B	Semi – Peritus (semi – skilled)	2
Iii	Mechanical Engineering Department	C	Peritus (skilled)	3
Iv	Marine Department	D	Specialized	4
V	Traffic Department	E		
Vi	Medical Department	F		
Vii	Finance Department	G		
Viii	Vigilance department	H		
Ix	C.O.M. (Vadinar)	J		

Sr. No.	Agency Code	Code	Service Renderer number
I	Agency code	W	01,02,03, to
Ii	Agency code	X	
Iii	Agency code	Y	
Iv	Agency code	Z	

Sub Codes

I - Gandhidham & Head Office
W - Agency
A - General Administration Department
1 - Imperitus
2 - Semi Peritus
3 - Peritus
4 - Specialized
01, 02, 03, 04 As on - employee numbers

* For example, the Code IWA101 Shall be Understood required to read in seriatim as Service Location, Agency , Department, Skill Set and Service Renderer.

ANNEXURE – X

FORMAT OF PERFORMANCE CERTIFICATE

NAME OF DEPARTMENT : _____

PERIOD : FROM ____-07-2024 TO ____-07-2024

SR. NO.	CODE	NO. OF DAYS PAYABLE	SERVICE EVALUATION [UNSATISFACTORY / SATISFACTORY]		REMARKS [CASUAL LEAVE, COMPENSATORY OFF , ADDITIONAL LEAVES, LEAVE WITHOUT PAY]
			UN-SATISFACTORY	SATISFACTORY [*] [RATE 1 TO 5]	
1	IWA101				
2					
3					
4					
5					

[*] Legend for "Satisfactory Evaluation"

- 1 - Excellent**
- 2 - Above Average**
- 3 - Average**
- 4 - Below Average**
- 5 - Poor**

This is to certified that the above entries made are correct and verified.

Seal & Signature

(Head of Department)

or

(Authorised Person of Department of D.P.A)

ANNEXURE – XI

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

[APPLICABLE FOR MSME BIDDERS]

[ON BIDDERS LETTER HEAD]

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 Security 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 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 Security Declaration shall cease to be valid if I am / We are not the successful Bidder, upon the earlier (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 Security Declaration)

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

Duly authorized to sign
The Bid for and on behalf (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].