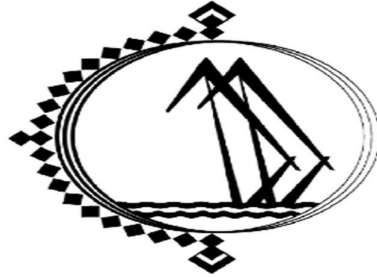


# **DEENDAYAL PORT AUTHORITY**

## **MARINE DEPARTMENT**



**TENDER DOCUMENTS FOR**

**"HIRING OF 02 Nos. WATER TENDERS AND 01 No.  
FOAM TENDER WITH MANPOWER AT DEENDAYAL PORT  
KANDLA FOR THE PERIOD OF 05 YEARS"**

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**TENDER NO. DC-03/2025**

**Tender Invited by: -**

**Deputy Conservator,  
A.O. Building, 1<sup>st</sup> Floor,  
Deendayal Port Authority,  
Gandhidham – 370 201  
Kachchh – Gujarat.**

**Phone: + 91-02836 – 233585 / 220235**

**Fax:02836 233585**

**Mobile No. 9603123449**

**E-mail id: [dyconservator@deendayalport.gov.in](mailto:dyconservator@deendayalport.gov.in)  
[supdtacmarine@deendayalport.gov.in](mailto:supdtacmarine@deendayalport.gov.in)**

# **DEENDAYAL PORT AUTHORITY**

## **MARINE DEPARTMENT**

### **E-TENDERS**

**TENDER NOTICE NO: DC -03/2025**

**Name of Work: "HIRING OF 02 Nos. WATER TENDERS AND  
01 No. FOAM TENDER WITH MANPOWER AT DEENDAYAL  
PORT KANDLA FOR THE PERIOD OF 05 YEARS".**

#### **PERIOD OF DOWNLOADING OF BID DOCUMENTS**

FROM : 20/02/2025

TIME & DATE OF PRE BID  
MEETING : 16.00 Hrs. on 04/03/2025

LAST DATE & TIME FOR  
RECEIPT OF BIDS : @ 16.00 Hrs. on 24/03/2025

PLACE OF OPENING OF  
BIDS : CHAMBER OF DEPUTY CONSERVATOR  
DEENDAYAL PORT AUTHORITY,  
A.O. BUILDING, 1<sup>ST</sup> FLOOR,  
GANDHIDHAM-KUTCH,  
(GUJARAT STATE) 370201

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**OFFICER INVITING BIDS: DEPUTY CONSERVATOR, DEENDAYAL PORT AUTHORITY**

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## DEENDAYAL PORT AUTHORITY

TENDER NO. DC-03/2025

E-Tenders are invited by **THE DEPUTY CONSERVATOR, DEENDAYAL PORT AUTHORITY** as per the details given in the table below.

Name of Work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Tender download ed from	Last date and time of submission of Bid	Date and time of opening of Bid
Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years.	5,900/- (including GST @ 18% as admissible)	19,11,59,680/-	19,11,597/-	20/02/25	16.00 Hrs. on 24/03/25	16.05 hrs. on 24/03/25

Detailed tender notice along with complete tender documents can be downloaded from website: <https://tender.nprocure.com>, <http://deendaalport.gov.in> and <https://eprocure.gov.in> from 20/02/2025. Pre bid meeting will be held on 04/03/2025 at 16.00 Hrs.

CONTACT: 02836-220235/233585, Mobile No.9603123449

**Deputy Conservator,  
Deendayal Port Authority**

**SECTION-I**  
**NOTICE INVITING ON LINE TENDER (NIT)**

**DEENDAYAL PORT AUTHORITY**  
**TENDER NOTICE NO: DC -03/2025**

Electronic Tenders are invited by Deendayal Port Authority, Gandhidham from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of "Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years".

1.	Department	Marine Department
2.	Circle/ Division	Marine Department, A.O. Building, 1st Floor, Gandhidham (Kutch) – 370 201.
3.	Estimate Contract Value (INR)	19,11,59,680/- Excluding GST
4.	Contract period	Five Years
5.	Bidding Type	Open
6.	Bid Call (Nos.)	One
7.	Tender Currency Type	Single
8.	Tender Currency Settings	INR
9.	Joint Venture	Not Applicable
10.	Rebate	Not applicable
11.	Downloading of Bid document from <a href="http://www.tender.nprocure.com">www.tender.nprocure.com</a> & <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a>	From 20/02/2025 to 24/03/2025 up to 1600hrs
12.	Pre-bid meeting	On 04/03/2025 at 16.00 hrs. in the chamber of Dy. Conservator, Administrative Office Building, Gandhidham (Kutch), Gujarat.
13.	Last Date and Time for submission of Tenders through online.	On or Before 24/03/2025 at 16.00 hrs.
14.	Date and Time for opening of Part I (Cover I) (Techno-commercial bid)	24/03/2025 @ 16.05 hrs.
15.	Validity of tender	120 days from the date of opening of the Technical Bid.
16.	Earnest Money Deposit (EMD)	19,11,597/- (Rupees Nineteen Lakhs Eleven Thousand Five Hundred Ninety-Seven Only)
17.	Bid Security/ EMD (INR) In Favour of:	FA & CAO, Deendayal Port Authority, Gandhidham
18.	Tender Submission through	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a> .

19.	<p><b><u>Pre-Qualifying Criteria:</u></b></p>	<p><b><u>1. Financial Standing:</u></b></p> <p>The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.<b>573.48 Lakhs</b>, Certified by Chartered Accountant.</p> <p><b>Note:</b> The Average Annual Financial Turnover certificate should be issued by Chartered Accountant alongwith UDIN.</p> <hr/> <hr/>
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		<p><b>2. <u>Experience in terms of:</u></b></p> <p>Experience of having successfully completed similar works/on-going works completed more than one-year period, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than Rs.<b>764.64 Lakhs.</b> OR</p> <p>(ii) Two similar completed works each costing not less than Rs.<b>955.80 Lakhs.</b> OR</p> <p>(iii) One similar completed work costing not less than Rs.<b>1529.28 Lakhs.</b></p> <p><b><u>Similar works means</u></b> "Experience in providing of Technical manpower services alongwith Fire Tender(s) or equipment in any Govt /Semi Govt. / PSU / Pvt. reputed organization.</p> <p>If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted</p> <p><b><u>3.Capability and Resources:</u></b> The Bidder should be in business of hiring/ management of Fire Tenders/port operations. <b>A self-attested certificate/License towards "Approved Fire Safety Service Organization issued by the Government".</b></p> <p><b><u>4. Satisfactory Performance:</u></b> The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the Fire Tenders were supplied on hire basis and operated successfully.</p>
		<p><b>In case of ongoing works,</b> completed more than one-year period, completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.</p> <p><b><u>Note:</u></b> If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.</p>

20.	<b><u>Integrity Pact</u></b>	<p>Integrity Pact agreement signed by the DPA authority along-with one witness should be submitted in Preliminary bid stage duly scanned, stamped, signed and dated by the Bidder along with one witness signature, name and address from their side as per format in Form-VII in the tender document.</p> <p>However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit the hard copy duly filled signed, stamped IP Agreement to Deputy Conservator, AO Building, Gandhidham within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.</p> <p>Integrity Pact Agreement should be submitted in Preliminary bid stage failing which bid submitted by the bidder will be considered non-responsive.</p>
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21.	<p><b><u>Condition for Tender fee &amp; EMD</u></b></p>	<p><b><u>Tender Fees:</u> Rs. 5,900/-</b> (incl.of GST) shall be made through online payment mode in <b>Bank of Baroda Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</b></p> <p><b><u>EMD:</u> Rs. 19,11,597.00 (Rupees Nineteen Lakhs Eleven Thousand Five Hundred Ninety-Seven Only)</b> also shall be made through Bank Guarantee only drawn in favour of <b>"Board of Deendayal Port Authority,</b> Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham</p> <p>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 Sub class Nos. <b>36000, 88230 &amp; 28193</b> only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid &amp; relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' <b>(Form-14)</b> in preliminary bid failing which the bid shall be considered non-responsive.</p>								
		<table><tr><td><b>SECTION- C</b></td><td><b>MANUFACTURING</b></td></tr><tr><td>DIVISION -28</td><td>Manufacture of machinery and equipment n.e.c.</td></tr><tr><td>GROUP-281</td><td>Manufacture of general-purpose machinery</td></tr><tr><td>CLASS-2819</td><td>Manufacture of other general-purpose machinery</td></tr></table>	<b>SECTION- C</b>	<b>MANUFACTURING</b>	DIVISION -28	Manufacture of machinery and equipment n.e.c.	GROUP-281	Manufacture of general-purpose machinery	CLASS-2819	Manufacture of other general-purpose machinery
<b>SECTION- C</b>	<b>MANUFACTURING</b>									
DIVISION -28	Manufacture of machinery and equipment n.e.c.									
GROUP-281	Manufacture of general-purpose machinery									
CLASS-2819	Manufacture of other general-purpose machinery									

		SUB CLASS -28193	Manufacture of fire extinguishers and other equipment for projecting, dispersing or spraying liquids or powders whether or not hand-operated, including sand blasting machines, stream cleaning machines etc.
		<b>SECTION- E</b>	<b>WATER SUPPLY; SEWERAGE, WASTE MANAGEMENT AND REMEDIATION ACTIVITIES</b>
		DIVISION -36	Water collection, treatment and supply
		GROUP-360	Water collection, treatment and supply
		CLASS- 3600	Manufacture of other general-purpose machinery
		SUB CLASS -36000	Water collection, treatment and supply
		<b>SECTION- O</b>	<b>PUBLIC ADMINISTRATION AND DEFENCE; COMPULSORY SOCIAL SECURITY</b>
		DIVISION -84	Social work activities without accommodation
		GROUP-842	Provision of services to the community as a whole.
		CLASS- 8423	Public order and safety activities.
		SUB CLASS -88230	Public order and safety activities.
22.	<b><u>Officer- Inviting Bids:</u></b>	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)	

23.	<b><u>Bid Opening Authority:</u></b>	Deputy Conservator, Deendayal Port Authority.
24.	<b><u>Address:</u></b>	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)
25.	<b><u>Contact Details:</u></b>	02836-233585, 220235 / 9603123449

### **Note:**

1	The Bidders are advised to read the whole document carefully and submit their Tender/bid strictly meeting with the requirements spelt out in the bid document.
2	While E-tendering all the supporting documents as stated in Annexure A have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation. Hard copies to be submitted within 7 days with Tender Fees & EMD duly sealed and signed except Price Bid.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

## **SECTION II**

### **INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING**

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Money Transfer receipt of payment by digital mode to DPA, Gandhidham.
4. Bidder may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3(Three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

**Deputy Conservator  
Deendayal Port Authority**

## **SECTION III**

### **INSTRUCTIONS TO THE BIDDERS**

#### **1. GENERAL:**

- i) Electronic Tenders (Online) are invited **by** Deendayal Port Authority from eligible bidders for **"Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years"**.
- ii) The bid document containing the entire details is available at [www.deendayalport.gov.in](http://www.deendayalport.gov.in) or [www.tender.nprocure.com](http://www.tender.nprocure.com) for downloading during the period specified in the **NIT (Section –I)**.
- iii) The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in **Section IV – Techno-commercial qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Techno-commercial bid.
- iv) The Contract Agreement will be for a period of **Five years** from the date specified in the Work Order.
- v) The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- vi) If the successful bidder fails to sign the agreement within the stipulated time, the contract shall be cancelled.
- vii) The bidder/Tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
- viii) The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Proof.
- ix) While imposing penalty GST shall be collected.
- x) No deviation to the technical and commercial terms & conditions are allowed.
- xi) After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
- xii) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, BIDDERS are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
- xiii) No separate intimation in respect of corrigendum to this NIT (if any) will be

sent to BIDDER (s) who have downloaded the documents from web site. Please see websites of DPA [www.deendayalport.gov.in](http://www.deendayalport.gov.in) or [www.tender.nprocure.com](http://www.tender.nprocure.com).

- xiv) DPA has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- xv) The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.deendayalport.gov.in](http://www.deendayalport.gov.in) or [www.tender.nprocure.com](http://www.tender.nprocure.com).
- xvi) The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- xvii) The bid will be evaluated based on the filled-in Technical & commercial formats.
- xviii) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.

## **2. Nodal Officer:**

**Fire cum Safety Officer**, Marine Department, Deendayal Port Authority, Kandla-370 210,  
email: [firecumsafetyofficer@deendayalport.gov.in](mailto:firecumsafetyofficer@deendayalport.gov.in)  
Mobile: 9825227041

## **3. PRE-BID MEETING:**

A pre-bid meeting will be conducted on the date, time and place as specified in **NIT (Section – I)** at Deendayal Port Authority, Gandhidham. Interested bidders can participate in the pre-bid meeting or the queries can be sent to the designated e-mail [dyconservator@deendayalport.gov.in](mailto:dyconservator@deendayalport.gov.in) by \_\_\_ at\_\_\_ hrs. and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given. Interested bidder can also join the pre-bid meeting by Video Conferencing on line provided in the NIT.

## **4. ONLINE TENDER:**

The intending Bidders are required to download and submit tender through [www.tender.nprocure.com](http://www.tender.nprocure.com). In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address:

(n) code Solutions-A division of GNFC Ltd.,  
(n)Procure Cell 403, GNFC Info tower,  
S.G. Road, Bodakdev,  
Ahmedabad – 380054 (Gujarat)

**Contact Details:**

Airtel: +91 – 79 – 40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91 – 79 – 26854511, 26854512, 26854513[EXT: 501,512,516,517,525]

Reliance: +91 – 79 – 30181689;

Fax: +91 – 79 – 26857321, 40007533

E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

TOLL FREE NUMBER: 1-800-233-1010 [EXT: 501, 512, 516, 517, 525]

**5. BIDDER'S RESPONSIBILITY:**

- i) The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- ii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The service charges quoted in the **Part II (Cover II) – Price bid (Sec-IX)** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- iii) Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Form-10** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- iv) The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Sec-IV**.
- v) In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activities related to the subject tender shall become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scan copy of valid certificate
- vi) The Bidder shall submit a declaration as provided in **Form-12** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.



## **6. CORRECTION/VARIATION:**

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The bidder's proposal is deemed to include, all prices for the **Scope of Work** specified in **Clause No.39** of GCC **Section V** of the bid document and no arithmetical correction or price adjustments are allowed.
- iii) Tender should be complete in all respects for taking a decision immediately on opening of the tender.

## **7. TRANSFER OF BID DOCUMENTS:**

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

## **8. AMENDMENTS:**

- i. At any time, prior to the last date for submission of tenders, DPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the (n) Procure Portal and Port's website
- ii. The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the BIDDERS. DPA may at their discretion, extend the last date for submission of the tender, to enable the BIDDERS to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites.
- iii. The BIDDER shall acknowledge receipt of such Addenda/Corrigenda and upload the same along with his Tender duly signed and sealed in all pages.

## **9. INCOMPLETE DETAILS AND CANVASSING:**

The Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

## **10. HISTORY OF LITIGATION:**

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

### **11. SIGNING OF THE BID DOCUMENTS:**

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in **Form IV of Sec-VIII** of the bid document, before submission of the tender.

### **12. DECLARATION BY THE BIDDER:**

The bidder, in a three hundred rupees' non-judicial stamp paper, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form V of Sec-VIII**.

### **13. BID SUBMISSION & OPENING:**

The bid submitted by the bidder shall comprise the following: (1) Preliminary Stage Bid comprising of Bid Security (EMD), Tender Fee, Integrity Pact and MSME if applicable. (2) Technical Bid Comprising Qualification information in accordance to clause of Eligibility Criteria shall be submitted (3) Financial Bid: Bill of quantities (BOQ) duly filled and digitally signed by bidder.

Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive. In exceptional circumstances, prior to expiry of the original time limit, the Employer 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 cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

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

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

Bidders who wish to participate in the tender will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmadabad, Tel. 91 79 26857316/17/18; Fax: 91 79 26857321, Mobile: 9327084190 / 9898589652, e-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).

The accompaniments to the tender documents as described in Tender Documents shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents [except Price Bid], signed on bottom of each page in token of acceptance of Tender Conditions and the envelopes shall have to be forwarded subsequently so as to reach "Office of the Deputy Conservator, 2nd Floor, Room no. 210, A.O. Bldg., Deendayal Port Authority, Gandhidham – 370 201" within seven days from the date of opening of tender. The envelopes shall bear (i) Name of work: \_\_\_\_\_; Bid ref. No. \_\_\_\_\_; Name, Address, Contact Number and e-mail id. of the Bidder: \_\_\_\_\_.

The contractor can upload documents in the form of PDF format. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such documents are not uploaded his bid will become invalid and cost of bid document shall not be refunded. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0 [zero]". All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required, if any for verification of the original documents shall be submitted by the bidder, if required by DPA. The acceptance of a tender or part thereof will be rest with the Chairman, Deendayal Port Authority, who does not bind himself to accept the lowest tender or part thereof and reserves the right to reject any or all the tenders received without assigning any reasons. Tenders which do not fulfil the prescribed qualification will be liable for rejection

Bids must be received by the employer in online system at website [www.nprocure.com](http://www.nprocure.com). 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 [www.tender.nprocure.com](http://www.tender.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 [www.nprocure.com](http://www.nprocure.com) websites shall prevail. The employer may extend the deadline for submission of bids by issuing an amendment on DPT website as well as on [www.tender.nprocure.com](http://www.tender.nprocure.com) in which case all rights and obligations of Seal & Signature of authorized representative of the bidder employer and the bidders previously subject to the original deadline will then be subject to the new deadline. 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 changes have been made in the document. If any discrepancy is noticed at any stage between the port's tender document uploaded on [www.nprocure.com](http://www.nprocure.com) and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on [www.nprocure.com](http://www.nprocure.com) shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any. No Bid can be modified after the deadline for submission of Bids. 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 disqualification of bidder and can be banned from the bidding process with DPA for the period of 3 years apart from forfeiture of EMD.

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

#### **14. OUT STANDING DUES TO PORT:**

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the online uploaded bid document in any way will not bind the Port to accept their participation in the subject tender.

#### **15. TENDER FEES & EARNEST MONEY DEPOSIT (EMD):**

In order to be considered for the bid, the Bidder shall make payment of Tender Fees & EMD through online transfer /Digital mode as per details are provided as below:

A	Name and address of the bank	Bank of Baroda
B	Address of the branch	Bank of Baroda, PLOT NO- 322, WARD 12B, PB NO- 29, 370201, Gandhidham (Kutch), Gujarat.
C	IFSC code	BARB0GANKUT
D	Account Number	<b>10080100022427</b>
E	Type of Account	Current Account
F	Beneficiary's Name	FA & CAO, Deendayal Port Authority, Gandhidham

- i. **Tender Fees: Rs. 5,900/-** (incl. of GST) shall be made through online payment mode in Bank of Baroda Gandhidham Branch.
- ii. **EMD: Rs. 19,11,597.00** (Rupees Nineteen Lakhs Eleven Thousand Five Hundred Ninety-Seven Only) also shall be made through Bank Guarantee only drawn in favour of "Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham.
- iii. The EMD/Bid Security of successful bidder will be refunded on submission of Performance Guarantee as per tender clause and execution of agreement as per tender clause. The EMD of unsuccessful bidders except L1 & L2 will be released immediately after ranking of bids. EMD of L2 bidder will be released after entering agreement with L1 and acceptance of PG from L1 bidder. The EMD will be refunded suo-moto without any application from bidder.
- iv. EMD will not carry any interest.

**EMD may be forfeited if:**

The bidder withdraws the bid after bid opening during bid validity.

The bidder does not accept the correction of bid price pursuant to any arithmetic error.

The successful bidder fails within the specified time limit to

- (i) Sign the agreement
- (ii) Furnish the required performance guarantee
- (iii) Bidder submit more than one bid.

- v. If the successful bidder fails to remit the Performance Security after the issue of letter of acceptance within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- vi. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- vii. In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activities related to the subject tender shall become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scan copy of valid certificate.
- viii. The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E- tender portal or format for Tenders Acceptance letter is attached **Form-12**.

**16. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO**

### **PARTICIPATE IN THE E-TENDER:**

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A of Sec-VIII**, of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

### **17. CURRENCY:**

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

### **18. EXPENSES INCURRED BY THE BIDDER:**

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

### **19. BIDDER TO IN FORM HIMSELF FULLY:**

- i The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General and Special Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document.  
The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- ii The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Gujarat and Govt. of India; and other Statutory bodies, DPA Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with DPA.
- iii BIDDER shall bear all costs associated with the preparation and submission of his tender and DPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- (iv) The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written

request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

- v) The tender not accompanied with Tender Fee, Bid Security, Integrity Pack and MSME Documents, if applicable in preliminary bid shall not be considered and their technical as well as price bid will not be opened.

## **20. ACCEPTANCE OF TENDER:**

DPA reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer.

## **21. TENDER VALIDITY:**

The tender shall remain valid for acceptance for a period of **120 days** from the last date of submission of bids. DPA reserves their right to extend the last date of submission of bids. The request and the response, there to, shall be made in writing by post, email or by Fax. However, if any BIDDER agrees to extend the validity of his Tender, he shall not be permitted to modify his tender. Incase extension of validity of tender if required, it shall be done by mutual consent of Port and bidder.

## **22. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the BIDDER after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in cancellation of bid.

## **23. EVALUATION OF THE BID DOCUMENT:**

The bidders should scan and upload the following documents in the (n) procure portal, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without techno commercial evaluation.

### **I. PRELIMINARY BID STAGE:**

- (i) Scan copy of Proof of payment of **Tender Fees by online/ digital mode & EMD in the form of BG only / Online, shall be submitted** in nprocure portal.

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 Sub class Nos. 36000, 88230 & 28193 only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with '**Bid Securing Declaration Form' (Form-14)** in preliminary bid failing which

the bid shall be considered non-responsive.

**(ii) Integrity Pact need to be submitted in Preliminary bid stage**

Integrity Pact agreement signed by the DPA authority along-with one witness should be submitted in Preliminary bid stage duly scanned, stamped, signed and dated by the Bidder along with one witness signature, name and address from their side as per format in Form-VII in the tender document.

However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit the hard copy duly filled signed, stamped IP Agreement to Deputy Conservator, A.O. Building, Gandhidham within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.

Integrity Pact Agreement should be submitted in Preliminary bid stage failing which bid submitted by the bidder will be considered non-responsive.

**TECHNICAL BID STAGE:**

**In addition to the documents required for technical and financial qualification**, bidder shall upload following documents in technical bid stage in (n) Procure Portal.

- i. The bidder must upload self-attested copy of its PAN, GST, EPF, ESI, in the Qualification and Responsiveness Information –Annexure A.
- ii. A self-attested copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act,1970.
- iii. A self-attested certificate/License towards "Approved Fire Safety Service Organization issued by the Government".
- iv. Copies of self-attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business etc.
- v. Declaration of Authorized Representative of the bid in Form IV of Sec-VIII in non- judicial stamp paper with denomination not to be lesser than Rs.300/-. The proprietor of the firm, who bids, has to declare the authorized representative of the firm/company.
- vi. The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in Form-12.
- vii. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.
- viii. Duly filled Forms mentioned in Section – VIII – from 1 to 7 and 12 to 14.
- ix. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are



genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non- genuine.

- x. The completion certification should invariably mention the reference no. of work order, the date of completion and amount of work done.
- xi. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.

## **II. Techno-Commercial Evaluation:**

- i. The documents uploaded by the bidder as specified in Form III of Sec-VIII, read with Section IV (B), will be evaluated based on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.
- ii. The financial capability will be evaluated based on the information provided in Form II of Sec-VIII.
- iii. After scrutiny of the documents uploaded in the Techno- commercial Bid, the eligible bidders will be pre-qualified based on the details provided by them.
- iv. The tenders, which do not satisfy the qualifying criteria as mentioned under Section IV- Techno-commercial qualification criteria for the Bidders, shall be rejected without assigning any reason.
- v. The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.
- vi. The shortlisted bidders after the techno commercial evaluation will be informed through e-mails/letter. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vii. Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

## **III. Price Bid Evaluation:**

- i. The bidders shall quote rates under BOQ in the form Price bid in (n) procure portal and which is also provided in Sec-IX of the bid document for reference. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later.
- ii. The price bid will be evaluated based on lowest quoted rates by the bidders in the Part II (Cover II) – Price bid (Sec-IX) and the bidder

quoting the lowest rate will be declared as the successful bidder.

**IV. Award of Work:**

- i. The work will be awarded to the successful bidder(s) for services with Manpower as specified in the Scope of Work.
- ii. The decision of this Port shall be final in this regard.
- iii. The Port reserves the right to accept or reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

**24. RATES, TAXES & PAYMENTS:**

**i. Taxes GST:**

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

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

**ii. 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.

**iii. Rate &Tax:**

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

**iv. New Taxes**

Any new taxes, duties other than the existing taxes and duties imposed by the Government, after opening of the Technical Bid will be reimbursed by the Port on production of documentary evidence and actual payments.

**25. COMMUNICATION FOR INFORMATION:**

Any further information regarding the subject tender may be obtained in writing from the undersigned.

**Deputy conservator,**

**Marine Department,**

**Deendayal Port Authority,**

**Administrative Office Building.**

**Gandhidham – 370 201, Kachchh – Gujarat.**

**Phone: 02836 – 233585 / 220235 Fax:02836 –**

**233585**

**E-mail id: [dyconservator@deendayalport.gov.in](mailto:dyconservator@deendayalport.gov.in),  
[supdtacmarine@deendayalport.gov.in](mailto:supdtacmarine@deendayalport.gov.in)**

**(Signature of the Bidder, with Official seal)**

## **SECTION IV**

### **TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE BIDDERS**

#### **PART I (COVER I) – Techno-commercial bid**

##### **1. Minimum Qualifying Criteria:**

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

- A.** The bidder shall have the meaning as stated in the Sl. No. 1(d) of Section – V and must be Government Approved Fire Service Organization. The valid certificate/license to be provided with technical bid.

##### **B. Past Experience:**

Experience of having successfully completed similar works/on-going works completed more than one-year period, during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:

- i) **Three similar completed** services each costing not less than the amount equal to Rs. **764.64 Lacs**  
(or)
- ii) **Two similar completed** services each costing not less than the amount equal Rs. **955.80 Lacs**  
(or)
- iii) **One similar completed** service costing not less than the amount equal to Rs. **1529.28 Lacs**

##### **Note:**

- a. The above said details shall be furnished by the bidder in the **Form III of Sec-VIII.**
- b. "Similar Work" means Experience in providing of Technical manpower services alongwith Fire Tender(s) or equipment in any Govt/semi Govt/PSU/Pvt reputed organization. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted

##### **C. Satisfactory Performance:**

The Bidder should submit the documentary proof for satisfactory performance from the owners/clients **(Not in bidder's letter head)** indicating date of completion, work completion amounts, to whom the Fire Tenders were supplied on hire basis and operated successfully.

**In case of ongoing works**, completed more than one-year period, completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.

**Note:** If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.

**D. Financial Capability:**

The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.**573.48 Lakhs**, Certified by Chartered Accountant alongwith UDIN.

**TECHNICAL SPECIFICATION OF 03 Nos. FIRE TENDERS:**

Sl. No	Description	Remarks
1	IS 10460: Indian standard requirement of 03 Nos. fire tender	
2	Built: TATA / Ashok Leyland / Bharat Benz or equivalent	
3	Model: Not earlier than 2022	
4	Pump: Not less than 4000 LPM @ 7kg / cm <sup>2</sup>	
5	Water tank capacity: Minimum 5000 Liters	
6	Foam tank capacity: Minimum 1000 liters	
7	Dry Chemical Powder: Minimum 500 Kgs	
8	Seating capacity: Minimum 7 members	
9	Extension ladder - 10.5 Mtr extension ladder (see IS : 4571- 19771 or IS : 930-19772 )	
10	03 Nos. FIRE TENDERS EQUIPMENTS Clause No.44(A)	
11	02 Nos. of WATER TENDERS: 6000 Ltr. & 1 No. FOAM TENDER: 5000+1000Ltr Foam. ACCESSORIES Clause No.07 of Section-VI	

**(Signature of the Bidder, with Official seal)**

## **SECTION V**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions:**

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

- a) "Board" means the Board of the Deendayal Port Authority, Gandhidham, which is a body under the Major Port Authorities Act. 2021.
- b) "Competent authority" means the Chairman or any officer(s) authorized by the Chairman.
- c) "Authorized representative" means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- d) "Bidder" (including the term 'tenderer' or 'service provider' in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port; The bidder shall be Government Approved Fire Safety Service Organization.
- e) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- f) "**Contract Price**" means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- g) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- h) "**Work**" or "**Works**" shall mean the **Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower for a period of 05 years** to be done, executed or carried out by the contractor as per the scope of work under the contract.
- i) The "**Site**" shall mean the area of working place.
- j) "**Approved**" or "**Approval**" shall mean approval in writing.

- k) **"Month"** shall mean English Calendar Month.
- l) "Head of the Department" means the Head of a department in the Deendayal Port Authority appointed under the provision of the Major Port Authorities Act. 2021.
- m) "Notice Inviting Tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;

## **2. COMMENCEMENT OF CONTRACT:**

The successful operator shall commence the job within **90 days** from the date of ISSUE OF WORK ORDER.

## **3. CONTRACT PERIOD:**

The Contract period is for **5 years** (FIVE years) from the date of commencement of Contract.

## **4. TERMINATION FOR DEFAULT:**

- a) The Port may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:
- i. If the Bidder fails to commence the contract within the period as specified in the contract or any extension granted by the Port.
  - ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the Port in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidder.
- b) In case of termination of contract for default by the Bidder, the bidder will be banned for a period of **3 years** to participate in any of the future tender of Deendayal Port Authority.
- c) The contract may be terminated by DPA by giving written notice to the bidder, at least **90 days** in advance and bidder shall not have right of any claim on DPA on account of such termination, if they don't comply the above conditions **Clause No.6 a) and b)**

## **5. Liquidated Damages/Penalty, if any/ FOR DELAYING COMMENCEMENT OF CONTRACT:**

As per Work Order issued, the successful contractor shall commence the job within **60 days** from the date of ISSUE OF WORK ORDER. If the contractor fails to **comply the date**, the Penalty will be imposed at **½ (Half percent) %** per week or part thereof of the total contractual value. However, the maximum amount of Penalty shall be **10% of the contract price**. If the job is not commenced within **20 days** beyond **60 days** from the date of issue of work order, the contract shall be liable to be cancelled **and the performance guarantee will be forfeited**.

## **6. FORCE MAJEURE:**

(A) In this **Clause** "Force Majeure" means and exceptional event or circumstances,

- which is beyond party's (Employer or Contractor) control.
- which such party could not reasonably have provided against before entering into the contract.
- which, having arisen, such party could not reasonably have avoided or overcome.
- which is not substantially attributable to the other party.
- Force Majeure may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.
- Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.
- War hostilities (whether war to be declared or not), invasion, act of foreign enemies.
- Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.
- Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub-contractor.
- Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity.
- The failure of the party to fulfill any of its obligations hereunder shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.

### **(B) Measures to be taken:**

- A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.
- A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible.
- The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.



**7. INSURANCE:**

- a. The insurance for the staff and their vehicle shall be arranged by the Contractor.
- b. The Contractor shall take the insurance policy covering all type of risks of all employees engaged by them.

**8. CONDUCT:**

The Bidder, 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 neighborhood of the works. The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.

**9. WORK ORDER:**

The Work Order will be issued by the Competent Authority intimating the Bidder about the proposed acceptance of tender.

**10. CONTRACT AGREEMENT:**

The successful Bidder will be required to execute an agreement at his expense on Rs.300/- Non-Judiciary Stamp Paper in the proper departmental format (Form 10) for the due and proper fulfillment of the contract within 28 days from the date of issue of Letter of Acceptance.

The contractor shall make 02 copies of the Agreement with your Original Technical bids and submit to the employer within 07 days after signing of Agreement by the EMPLOYER and CONTRACTOR.

**If the successful bidder fails to sign the agreement within 28 days, the contract shall be cancelled.**

**11. ARBITRATION:**

- I. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising 'during the progress of work or after the completion thereof as described here in after sly all be referred to the Chairman for sole arbitration by himself or by any Officer appointed by him.
- II. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dissents or of difference. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

- III. It is also a term of the contract that no person other than the Chairman himself or- any officer appointed by him shall act as arbitrator. It is a term of the contract that only such question and disputes as were raised during Progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- IV. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along-with the notice seeking appointment of arbitrator.
- V. It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claim disputes in writing, as aforesaid, within 120 days of receiving the information from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract to respect of these claims.
- VI. It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing Authority and give separate award against each dispute/ claims as referred to him. The arbitrator will be bound to give claim wise and speaking award and it should be supported by reasoning.
- VII. The award of the arbitrator shall be final, conclusive and binding on all the parties in the contract.
- VIII. The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- IX. Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- X. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- XI. It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- XII. Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

## **12. LANGUAGE AND LAW:**

The language in which the Contract documents shall be drawn up shall be in English.

**13. SAFETY:**

The Bidder shall be responsible for the safety of all activities at the Site. The contractor should supervise the safety of the staff at all time.

**14. TAXES:****i. Taxes GST:**

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

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

**ii. 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.

**iii. Rate &Tax:**

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

**iv. New Taxes**

Any new taxes, duties other than the existing taxes and duties imposed by the Government, after opening of the Technical Bid will be reimbursed by the Port on production of documentary evidence and actual payments.

**15. PAYMENT:**

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

**16. PROTECTION OF ENVIRONMENT:**

All measures and aspects to be adapted to protect the environment.

## **17. SAFETY REGULATIONS:**

Working personnel should wear proper PPE and follow the safety regulations of Port.

## **18. PERFORMANCE SECURITY:**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills.

- I. Security deposit shall be 10% of the contract price, of which 5% of contract price should be submitted through **in form of Bank Guarantee** issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from satisfactory completion of contract period.
- II. Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award (LOA), failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- III. The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- IV. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- V. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- VI. The bank guarantee towards performance guarantee cum security deposit will
- VII. be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Gandhidham.
- VIII. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- IX. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.

- X. The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 18.1 above.
- XI. If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

#### **19. POLICE VERIFICATION:**

At all times, the contractor will be responsible to ensure that the staff engaged by him are security cleared by Police Station of worker's residential area. Police verification is of all employees should be done by proprietor/contractor/Firm/Agency prior to deployment. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of the state.

#### **20. STAFF PASS:**

- a) Free Port Entry Passes will be issued for the staff & their vehicles. However, RFID card to be purchased from Pass section at bidder's cost. The cost of each card is Rs.150/- appx.
- b) The bidder should also note that they should employ the staff of Indian Nationals only and comply with the provisions of Applicable Acts and other relevant Rules.
- c) The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (DPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.
- d) The Bidder or his staff shall not indulge in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.
- e) In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and these personnel shall be replaced within 24 hrs.

#### **21. PAYMENTS**

- a) The monthly bill in complete shape i.e. Applicable ESI, PF, copy of Attendance Register, copy of Wage Register, documentary proof like Bank statement for salary paid to the staff through bank etc. are to be submitted to the office of the Deputy Conservator and payment will be made within 15 days from the date of submission of bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Registration Number etc.
- c) GST will be paid extra as applicable.

- d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- e) No interest on account of delayed payments.
- f) Any claim for interest will not be entertained by the DPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the DPA in making payment. Further No interest will be paid on Retention money of Performance Security.
- g) Payment will be made only in INDIAN RUPEES.
- h) Bank statement of the Contractor to be submitted along with the monthly bill.
- i) Contractor shall deposit the wages to his employee's Bank account on or before 7th of every month. A copy of the proof of the amount transferred to his employees shall be submitted to the Marine Engineer Division.

**22. PRICE TO BE INCLUSIVE:**

The rates and amounts submitted by the tenderer shall be as per **Sec-IX** which rate shall be inclusive of all the taxes, levies and duties, etc. to State Govt. or Govt. of India or any other authority under any law in respect of or in accordance with the execution of contract and only GST will be reimbursed, as per GST Clause.

**23. DEVIATION:**

The BIDDERS shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.

**24. ALTERATION:**

Alteration must be authenticated by the Bidder's signature.

**25. BRIBES:**

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

**26. ASSIGNMENT AND SUBLETTING:**

The bidder shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contract liable for termination and the Performance Bank Guarantee (Security Deposit) shall be forfeited.

**27. SUPPLY OF Fuel, FRESH WATER, FOAM and DCP:**

- a) The FRESH WATER supply only for washing and cleaning the 02 Nos. Water Tenders and 01 No. foam Tender shall be provided at free of cost.
- b) AFFF 3% foam liquid and DRY CHEMICAL POWDER will be provided by Fire Dept., at free of cost after certification issued by the FCSO of DPA.
- c) SUPPLY OF FUEL and Water for operation will be provided by Fire Dept., at free of cost after certification issued by the FCSO of DPA. Such supply will be made periodically as per the requisition of the contractor sufficiently in advance. In the event of any difficulty faced by DPA for supply of fresh water, the contractor will be requested to supply the same to the 01 Foam and 02 Water Tenders and the cost will be reimbursed at actuals including transportation cost on production of supporting documents. A log book shall be maintained by the 01 Foam and 02 Water Tenders -in-charge indicating the running hours, day-to-day Fuel consumption, fuel tank soundings, balance fuel etc.

**28. Office space:**

One room shall be provided inside wharf at Port's convenience at free of cost for setting up temporary office.

**29. Area of Usage:**

01 Foam and 02 Water Tenders will be provided at inside and outside DPA Limit, whenever required their service. They shall keep the one foam tender and two water tenders standby 24 x 7 at the place provided by DPA.

**30. Manager:**

The contractor shall provide a Manager locally who will be responsible for all the operations, necessary communications with office and documentations with the decision-making capabilities.

**31. PORT CHARGES:**

The 01 Foam and 02 Water Tenders Tender/s shall be exempted from Port charges. Parking facilities will be provided to the 03 Nos. Fire Tender free of cost as per the convenience of the port.

**32. ADDRESS:**

Address mentioned in GST Registration Form will be considered for all future correspondence.

**33. MOBILIZATION & DEMOBILIZATION:**

The contractor shall bear all expenses for mobilization /de- mobilization.

**34. PAYMENT OF WAGES TO STAFF:**

- a) The payment of wages to the staff engaged by the contractor shall not be less than the wages applicable.
- b) The wages paid shall be maintained in the prescribed register and payment through bank account only.
- c) The wages paid shall be paid by the 7th day of every month.

**35. ALCOHOLIC LIQUOR OR DRUG:**

The contractor shall not otherwise then in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

**36. PRICE BID EVALUATION:**

Price bid of those tenderers, who have qualified techno-commercially, will be opened and price bid evaluation for 03 nos. Fire Tenders will be consider on Lowest basis.

**37. FALSE INFORMATION:**

In case any of the information furnished by the bidder is found to be wrong / false during scrutiny, Bid shall be disqualified & rejected.

The Employer (DPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Sub contractor.

**38. Employer Liabilities:**

- a) The Contractor shall indemnify and keep indemnified the Employer i.e. DPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.



- b) The Contractor shall comply with the Central State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract "Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Gujarat Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory.
- c) Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the DPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.
- d) The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works. If any claim is made against DeenDayal Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- e) The Contractor shall be solely responsible, at his own cost, for the supply of required PPE and Uniforms items (Khaki uniform with badges and Barret cap) to his staff and he shall also ensure the use of PPE such as helmets (FRP), nose masks, hand gloves, Belts, Safety Shoe, Gum boots etc. by his staff at site.
- f) The Contractor shall be solely responsible for use of PPE by his staff at site.
- g) DPA reserves the right to terminate the contract without assigning any reason by giving 3 months' notice in writing.

**(Signature of the Bidder, with Official seal)**

## **SECTION VI**

### **SCOPE OF WORK**

#### **1. MANNING:**

Supply of 03 Nos. Fire Tenders as per **Clause No. 07** and 01 Foam and 02 Water Tenders to be manned suitably 24x7 (**3 shifts**) basis round the year (including weekly off / Public holidays) as per the requirement.

**Staff shall be utilized along with the existing system/staff for operation.**

**Bidder should supply Fire Personnel with following qualification / experience.**

<b>Sr. No.</b>	<b>Category</b>	<b>Educational Qualification</b>	<b>Experience</b>
1	9 nos. of Stations Officers	<b>1.</b> Should have graduate from any recognized University. <b>2.</b> Should have valid heavy vehicle license. <b>3.</b> Should have Sub-Officer course or Station Officer Course from NFSC, Nagpur or equivalent.	<b>1.</b> Should have minimum 02 years Post qualification experience to work as Sub-Officer or above category in any Govt./PSU/Reputed Firm.
2	9 nos. of Leading Firemen	<b>1.</b> Should have HSC Passed from any recognized University. <b>2.</b> Should have 06 months Fire Course from ITI or any equivalent Govt. approved institute.	Should have minimum 01 years Post qualification experience to work as Leading Fireman or equivalent category in any Govt./PSU/Reputed Firm.
3	9 nos. of Pump Operator cum Drivers	<b>1.</b> Should have SSC passed from any recognized University. <b>2.</b> Should have valid heavy vehicle license. <b>3.</b> Should have 06 months Fire Course from NFSC, Nagpur or equivalent	Should have minimum 01 years Post qualification experience to work operation of Fire Tenders in any Govt./PSU/Reputed Firm.
4.	36 nos. of Firemen	<b>1.</b> Should have 7 <sup>th</sup> passed from any recognized University. <b>2.</b> Should have 06 months Fire Course from I T I or any equivalent Govt. approved institute	Should have minimum 01 years Post qualification experience of Fireman in any Govt./PSU/Reputed Firm.

**Above documentary evidence should be submitted by successful bidder during induction of Fire Personnel.**

## **2. OPERATION:**

01 Foam and 02 Water Tenders to be operated for Firefighting Purposes and any other purposes as instructed by the Deputy Conservator / Harbour Master / Fire cum Safety Officer or his representative including providing assistance to other organizations as part of Mutual Aid obligation of the Port.

## **3. MAINTENANCE:**

### **A. MAINTENANCE:**

01 Foam and 02 Water Tenders should be maintained in good running condition and kept clean and tidy inside as well as outside with comfortable seats. Sufficient fuel to be kept at all times.

### **B. ACCESSORIES:**

The operator to maintain all the accessories and equipment fitted on tender to keep the 03 Nos. Fire Tender in operative readiness at all times.

### **C. REPAIR WORKS:**

The entire repair works and associated works to be taken up and expenses borne by the operator.

### **D. PAINTING:**

01 Foam and 02 Water Tenders to be painted periodically to look presentable at all the time during the period of contract. The operator to arrange the paints, thinner etc. at their cost.

### **E. SPARES:**

Spares required for maintenance/defect rectification of 01 Foam and 02 Water Tenders to be arranged by the operator.

### **F. CERTIFICATES:**

The operator to maintain the Fitness Certificate as per statutory requirements at bidder's cost. All certificates including Fitness Certificate, Registration Certificate, Emission Test certificate, Insurance Certificate of the: 01 Foam and 02 Water Tenders & Staff to be valid all time during the contract period.

### **G. ANNUAL PERFORMANCE TEST:**

01 Foam and 02 Water Tenders performance test must be provided every year for the conditions of the vehicle operation during an emergency in the presence of Fire Officer.

#### **4. JOINT INSPECTION:**

A Joint inspection will be carried out at Deendayal PORT before the 01 Foam and 02 Water Tenders is deployed for operation to assess the

- Quantity of fuel,
- Certificate of FFA items as per **Clause No.07.**
- All certificates i.e. Fitness Certificate, Registration Certificate, Emission Test certificate, Insurance Certificate of the 01 Foam and 02 Water Tenders & Staff, Police Verification Certificate etc.
- On hire to be on contractor's time and off hire to be on DPA's time. Surveys charges if any will be shared by the contractor and port equally. This practice should be followed during any interim on hire/off hire of the fire vehicles. The quantity of fuel (ROB) at the time of on hire will be reimbursed to the contractor at the prevailing rates of IOCL. Similarly, the ROB at the time of off hire will be deducted from the contractor's bill at the prevailing rates of IOCL.

#### **5.: BREAKDOWN**

1. The contractor shall be allowed a breakdown of 12 days per year during the currency of contract for upkeep of each Fire Tender. However, the contractor must take prior permission in writing of the Deputy Conservator, D.P.A, before the 01 Foam and 02 Water Tenders to carry out any maintenance work or repairs etc. During the breakdown the manpower should be available at Fire Station, only one POCD will be relieve to drive the Fire Tender and till it resume in operation.
2. The contractor shall arrange and provide suitable and acceptable Fire tender during the breakdown period beyond 12 days.

#### **6. PENALTY for NON-AVAILABILITY OF 01 FOAM AND 02 Nos. WATER TENDERS INCLUDING FULL COMPLIMENTS (MANPOWER)**

If contractor fails to provide suitable replacement of Fire Tender beyond 12 days than pro-rata base penalty will be charged as per quoted rates of contractor.

For non-availability for part of the day, proportionate charges will be deducted on prorata basis and the basis of calculation.

- a) If the Fire Tender(s) are not available / ready up to **30 minutes**, there is no penalty. If non-availability / non- readiness continued **beyond 30 minutes**, then it will be considered as **one full hour** & penalty will be charged proportionately quoted rates accordingly.

However, if the contractor is not providing a 01 Foam and 02 Nos. Water Tenders as per the contract even after a lapse of days of down time plus (+) 30 days'

penalty duration, the contract is liable to be terminated and the performance guarantee will be forfeited.

**PENALTY FOR NON-AVAILABILITY OF FIRE PERSONNEL (MANPOWER)**

If any Fire Personnel absent / non available / late posted than suitable person should be posted, even if contractor fail that, no payment will be paid to that particular item & following charges will be applicable :

- |                    |                     |
|--------------------|---------------------|
| 1) Station Officer | - Rs.2000/- Per Day |
| 2) POCD            | - Rs.1900/- Per Day |
| 3) Leading Fireman | - Rs.1900/- Per Day |
| 4) Fireman         | - Rs.1700/- Per Day |

**7. 01 FOAM AND 02 Nos. WATER TENDERS REQUIREMENTS:**

**03 Nos. Fire Tender** as per **IS: 10460** – to be built on **TATA / Ashok Leyland / BharatBenz or equivalent** shall be in good working condition and model of **not earlier than April-2024** at the time of deployment. THE VEHICLE TO BE REGISTERED IN **GANDHIDHAM RTO** BEFORE COMMENCEMENT OF CONTRACT.

**A.01 No. Foam Tender also fitted with the following equipment's:**

Sl. No.	Description	Qty.
1	Centrifugal Fire pump having discharge capacity of 4000 LPM at 7 kg/cm2 pressure with priming system	1 No.
2	Water Tank	5000 liters
3	Foam Tank	1000 liters
4	DCP capacity	500 Kg
5	1 X 100 mm suction inlet and 2 X 63 mm delivery outlets	1 set
6	Heavy duty full torque Power	1 No.
7	Long rang Foam cum Water monitor	1 No.
8	Water & Foam level indicator	1 No.
9	Open circuit type indirect cooling system	1 No.
10	Foam proportioning system	1 No.
11	Hose reel hose	1 No.
12	Siren, Battery operated P.A. System	1 No.
13	Fire Bell	1 No.
14	12 V Battery Charger	1 No.
15	Foam transfer pump (Semi rotary type)	1 No.

**B.02 Nos. Water Tenders also fitted with the following equipment's:**

<b>Sl. No.</b>	<b>Description</b>	<b>Qty.</b>
1	Centrifugal Fire pump having discharge capacity of 4000 LPM at 7 kg/cm <sup>2</sup> pressure with priming system	1 No.
2	Water Tank	6000 liters
3	1 X 100 mm suction inlet and 2 X 63 mm delivery outlets	1 set
4	Heavy duty full torque Power	1 No.
5	Long rang Foam cum Water monitor	1 No.
6	Water & Foam level indicator	1 No.
7	Open circuit type indirect cooling system	1 No.
8	Hose reel hose	1 No.
9	Siren, Battery operated P.A. System	1 No.
10	Fire Bell	1 No.
11	12 V Battery Charger	1 No.

**C. ACCESSORIES:****Accessories / Equipment's shall be provided with the 01 Foam and 02 Nos. Water Tenders:**

<b>S. No.</b>	<b>Description</b>	<b>Qty.</b>
1.	Extension ladder — 10.5 Mtr (see IS: 4571- 19771 or IS : 930-19772 )	1 No.
2	Armoured suction hose complete with round thread couplings to suit the pump inlet — 2.5 Mtr long (see IS: 2410-19633) and IS: 902-19744)	4 lengths
3	Delivery hose, 63 mm, rubber lined in 30 m lengths ( see type II of IS : 636-19795 ) complete with instantaneous couplings ( see IS : 903-19756 )	10 lengths
4.	Suction strainer for item 2 (see IS: 907- 19657)	1
5	Basket strainer for item 2 ( see IS : 3582- 19668 )	1
6	Dividing breaching made of light alloy (see IS: 5131-19699)	2
7	Collecting breachings made out of light alloy (see IS :905-198010)	2
8	Suction wrenches (see IS: 4643-196811)	1 pair
9	Long line, 50 mm circumference, 30 Mtr long (see IS : 1084-196912)	2 lengths

10	Short line, 50 mm circumference, 15 Mtr long (see IS : 1084-196912) 2 lengths IS: 10460 - 1983	16
11	Hose bandages, rubberised [ (see IS: 5612 (Part I)- 197713]	12
12	Hose clamps [ see IS: 5612 (Part II)- 197714]	6
13	Hydrant valve key and bar [(see IS: 910- 198015 )]	1 set
14	Protective clothing for firemen complete with gloves, boots, helmets with suitable face shield made out of material capable of reflecting at least 95 percent of radiant heat temperatures around 1 500 to 2 000°C and also afford some protection against direct flame. The suit will be of sufficient size to accommodate a breathing apparatus to users.	2 sets
15	Fog nozzle (s e e IS: 952-196916) with extension applicator with fog head.	1
16	Hand controlled branch for 63 mm size hose coupling.	1
17	Branch pipe, universal (see IS: 2871- 198317)	1
18	Branch with revolving head (see IS: 906-197218)	1
19	Branch pipe (see IS : 903-19756 )	4
20	Nozzle of sizes 12 mm, 16 mm, 20 mm and 32 mm (two each) (see IS: 903-19756) a) Adaptor for 100 mm suction female screw coupling and 63 mm male instantaneous. b) Adaptor double female instantaneous pattern 63mm. c) Adaptor double male instantaneous pattern 63 mm.	2 2 2
21	Nozzle spanners (see IS: 903-19756)	2
22	Portable electric box lamp with rechargeable accumulator.	2
23	Flameproof lamp (usable in the present of inflammable gases of vapours)	2
24	First aid box for 10 persons	1
25	Rubber gloves (in case) (see IS: 4770- 196819)	4pairs
26	Axe, large (see IS: 703-196620)	1
27	Spade	1
28	Pick axe (see IS: 273-197321)	1

29	Crow bar (see IS: 704-196822)	1
30	Sledge hammer, 6.5 kg (see IS: 841- 196823)	1
31	Carpenter's saw, 60 cm (see IS: 5098- 196424)	1
32	Hydraulic jack — 16 tonne	1
33	Tool kit	1
34	Suction strainer (shoe type) 100mm size	1 No.
35	Basket strainer (cylindrical type)	1 No.
36	Long line 50 mm manila, 30 mtr long (IS:1084)	2 length
37	Short line 50 mm manila, 15 mtr long (IS:1084)	2 length
38	Self-Contained Breathing Apparatus (SCBA- Ultra Light- Carbon Composite Cylinders) sets with one spare air cylinder of 45 min. duration of 6 ltrs. 300 bar pressure shall be CE marked to EN 137 & face mask to EN 136 CL3/ 111. Air cylinder & its value shall have NOC from CCE – Nagpur.	4 Set
39	Aluminized asbester suit	4 Nos.
40	FB 5 X (Foam Making Branch)	2 Nos
41	Tool Kit	1 No
42	03 Nos. hand held nozzle (made of light alloy extruded construction conf. to 64430 –WP grade, twist type control for straight jet, spray, and wide angle fog)	

#### **D. Manning Pattern:**

##### **Manpower per shift of 8 Hours**

Per Shift:	1. Station Officer	01	<b><u>07 personnel per shift.</u></b> <b><u>Therefore 03 shifts of</u></b> <b><u>manpower</u></b> required 21 personnel including Reliever standby for weekly off.
	2. POCD	01	
	3. Leading Fireman	01	
	4. Fireman	<u>04</u>	
	Total:	07	

#### **Note:**

Reliever for Weekly off day (or) Public off day of rest may be arranged by the contractor. Uniforms for all Crew members shall be provided by the Contractor.

- G.** The 01 Foam and 02 Nos. Water Tenders shall have valid registration with yellow board and shall comply with the provisions of Motor Vehicles Act/rules, to the extent applicable.



## **8. PERSONAL PROTECTIVE EQUIPMENT: (PPE)**

- a. The Contractor shall be solely responsible, at his own cost, for the supply of required PPE and Uniforms items (Khaki uniform with badges and Barret cap) to his staff and he shall also ensure the use of PPE such as helmets (FRP), nose masks, hand gloves, Belts, Safety Shoe, Gum boots etc. by his staff at site.
- b. The Fire Tender shall display a Board indicating "**ON DPA DUTY**" and "**DEENDAYAL PORT FIRE SERVICE**".

## **9. MAINTENANCE OF LOG BOOK:**

Log Book shall be maintained in the prescribed format and signature of the user; official /officers should be taken for each trip of such official journeys performed. The log book shall be obtained from the respective officer to whom the Fire Tender is allotted.

In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the Contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port.

The Employer (DPA) will not be **responsible** for any damage / loss suffered by the staff due to errors of the Supervisor / staff or any reason whatsoever.

**(Signature of the Bidder, with Official seal)**

## **SECTION VII**

### **INSTRUCTION TO SUCCESSFUL BIDDER**

#### **1. Letter of Acceptance:**

The Deputy Conservator will issue the Letter of Acceptance (Form No.8) intimating the successful bidder about the proposed pre-acceptance of tender.

#### **2. Performance Security:**

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills.

- I. Security deposit shall be 10% of the contract price, of which 5% of contract price should be submitted in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- II. Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award (LOA), failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- III. The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- IV. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- V. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- VI. The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Gandhidham.
- VII. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

- VIII. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.
- IX. The Performance Guarantee cum Security Deposit will be released as mentioned in Clause 2.1 above.
- X. If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

### 3. **Signing the Contract Agreement:**

- 1) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Form-8** of the bid document on Gujarat State Government stamp paper of the value of **Rs.300/-** within 28 days from the date of issue of LOA.
- 2) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

### 4. **Signing of Integrity Pact:**

Integrity Pact agreement signed by the DPA authority along-with one witness should be submitted in Preliminary bid stage duly scanned, stamped, signed and dated by the Bidder along with one witness signature, name and address from their side as per format in Form-VII in the tender document.

However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit the hard copy duly filled signed, stamped IP Agreement to the to Deputy Conservator, AO Building, Annexe, Gandhidham within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.

Integrity Pact Agreement should be submitted in Preliminary bid stage failing which bid submitted by the bidder will be considered non-responsive.

### 5. **Work Order:**

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

**6. Debarment:**

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding five years commencing from the date of debarment.

**(Signature of the Bidder, with Official seal)**

## **SECTION -VIII**

### **(ANNEXURE AND FORMS)**

#### **ANNEXURE A**

### **QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED**

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I) – Techno- commercial bid.

#### **PART I – TECHNO-COMMERCIAL BID**

<b>Sl. No</b>	<b>Qualification Documents to be uploaded</b>	<b>Uploaded Page Ref No.</b>
<b>(I)</b>	<b>PRELIMINARY BID</b>	
1.	<p><b>EMD</b> shall be made through Bank Guarantee drawn in favour of "Board of Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham</p> <p><b>Tender fees</b> shall be made through online payment mode in Bank of Baroda Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</p> <p>Scanned copy of EMD, tender fees &amp; Integrity Pact duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required in preliminary bid criteria. Otherwise the bid will be treated as non-responsive &amp; shall be rejected.</p> <p>IN CASE OF CLAIMING THE EXEMPTION, MSME CERTIFICATE TO BE UPLOADED AGAIN THE REQUIREMENT OF TENDER FEES AND EMD IN NPROCURE PORTAL AT PRELIMINARY BID STAGE AND THE BID SECURING DECLARATION SHOULD ALSO BE SUBMITTED ON BIDDERS LETTER HEAD OTHERWISE BID WILL BE REJECTED</p>	

<b>(II)</b>	<b>TECHNICAL &amp; COMMERCIAL BID</b>	
1.	Notice Inviting Tender (NIT)	
2.	Form I – Bidder’s Bid cover letter	
3	A self-attested certificate/License towards “Approved Fire Safety Service Organization issued by the Government”.	
4.	Form II – Financial capability [as per Section IV(D)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5.	Form III – Past Experience [as per Section IV Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
6.	Form III A – Experience / Completion / Performance certificate	
7.	Form III B – Details of TDS certificate (if applicable)	
8.	Form IV – Declaration of Authorized Representative of the bid[as per Section III]	
9.	Form VI – Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification. (if applicable) (as per Section III]	
10.	Form V– Declaration by the Bidder [as of Section III]	
11.	Form VI–Bank Mandate Form (Bank account details of the bidder)	
12.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
13.	Copy of GST registration certificate	
14.	Copy of PAN Card	
15.	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
	3. Copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act,1970.	
16.	Tender document with pre-bid clarifications and amendments issued by Port duly signed and sealed.	
17.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

**(Fill the page numbers where the documents have been uploaded in the table provided above)**

\*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place: .....

Date: .....

Signature and seal of the  
Authorized Representative of Bidder

**BIDDER'S BID COVER LETTER**

(To be provided on the bidder's company letter head with signature and seal)

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person  
to whom all references shall be :  
made regarding this tender
4. Description and address of the person  
to whom all references shall be made:  
regarding this tender
5. Telephone :
6. Telex :
7. Fax :
8. E-Mail :

To

The..... ,

Head of the Department,

..... Department,

Deendayal Port Authority, Post Box No.50,

Gandhidham – 370 201, Kutch – Gujarat.

Sir,

1. We hereby apply to be qualified for the tender invited by the Deendayal Port Authority, Gandhidham as a bidder for the work of tender for **“Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years”**.
2. We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and 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 Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of providing manpower services and do hereby express our interest to provide such services.
4. We certify that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.
5. The names and positions of persons who may be contacted for further information, if required, are as follows
  - a) For Technical: Shri/Smt ..... (Name, position, Address, contact number and email id)



- b) For Financial: Shri/Smt ..... (Name, position, Address, contact number and email id)
- c) For Personnel: Shri/Smt ..... (Name, position, Address, contact number and email id)
- 6. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
- 7. We understand that Deendayal Port reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place:.....

Date:.....

Signature and seal of the Authorized  
Representative of Bidder

**FINANCIAL CAPABILITY**

The information to be filled in by the Bidder in the following pages will be used for the purpose of Technical Qualification as provided for in the Instructions to Tenderers.

**1. Only for Individual Bidders****1.1. Constitution or legal status of Bidder (*Attach copy*)**

- ☐ Place of registration:
- ☐ Principal place of business
- ☐ (Power of attorney of signatory of Bid (Attach))

**2. Turnover of the Firm/ JV**

<b>Year</b>	<b>Turn over</b>
<b>2021-22</b>	
<b>2022-23</b>	
<b>2023-24</b>	

**Attachments:** Financial reports for the last **three** years: balance sheets, profit and loss statements, auditors' reports (in case of companies/ corporation) etc. List them below and attach copies. Attested Copy of Annual Turnover during last three year ending of the previous financial year.

Signature of authorized person

**PAST EXPERIENCE**

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section IV** of the Bid document as on.  
 .....(date)

**Details of Similar Past Experience**

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								
2								
3								
4								
5								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form III (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form III (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Date:.....

Name .....

Designation.....

Business Address:.....

.....

Seal .....

**EXPERIENCE / COMPLETION / PERFORMANCE CERTIFICATE**

*(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)*

This is to certify that M/s ----- awarded the contract -----  
and executed in this organization as per the details furnished below

1. Name of the work:
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor: Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place:.....

Date:.....

Name .....

Designation.....

Organisation with Address.....

.....

Seal .....

Note :

- (i) Furnishing the information in the format is preferable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form IIIA.

**DETAILS OF TDS CERTIFICATE**

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							
2							
3							
4							
5							
6							
7							
8							

Yours faithfully,

(Signature of Authorized Person)

Place.....

Date.....

Name .....

Designation.....

Business Address.....

.....

Seal .....

**DECLARATION OF AUTHORISED REPRESENTATIVE**

(To be provided in Rs.300 /- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We, ..... (Name)being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Authorities etc.) of .....(Name of the Bidder), hereby solemnly affirm and declare that the.....(Authorised Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated.....(Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business.....(Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

**Acceptance as an Authorized Signatory**

I (Authorised Signatory) here by solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised Signatory

Name:.....

Description:.....

Place:.....

Date:.....

**Note:**

For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

1. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
  2. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.
-

**DECLARATION BY THE BIDDER**

(To be provided in Rs.300 /- non-judicial stamp paper)

To

The Head of the Department.

1. I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated....., **“Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years”**. which is extendable further one year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.
1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Authorities of Deendayal Port Authority to take further action in to the matter.

Witness's

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. No: \_\_\_\_\_  
Mobile no.: \_\_\_\_\_  
Date: \_\_\_\_\_

Bidder's

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. No: \_\_\_\_\_  
Mobile no: \_\_\_\_\_  
Date: \_\_\_\_\_



**BANK MANDATE FORM**

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Account No. :
7. Branch Code :
8. Name of the Authorised Person :
9. Signature of the authorized person  
As per Bank :
10. E-Mail ID of Authorised Person :
11. Contact No. Landline/Mobile :

Copy of cancelled Cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank  
with Date

## INTEGRITY PACT

## Between

**Deendayal Port Authority (DPA) hereinafter referred to as "The Principal".**

and

(Name of The bidders and consortium members) hereinafter referred to as **"The Bidder / Contractor"**

## Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. \_\_\_\_\_ The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences<sup>es</sup> outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

## **Section 6 - Equal treatment of all Bidders / Contractors**

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

## **Section 7 - Criminal charges against violating Bidders / Contractors**

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

## **Section 8 - External Independent Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance. Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of The Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

## **Section 9 - Pact Duration**

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

## **Section 10 - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

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

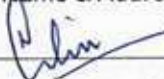
(For & on behalf of the Principal)

(Office Seal)  
**DEPUTY CONSERVATOR  
DEENDAYAL PORT AUTHORITY**

Place : Gandhidham

Date : \_\_\_\_ / \_\_\_\_ / 2024

Signature of Witness  
(Sign, Name & Address)

  
\_\_\_\_\_  
NITIN KENIYA.  
FLOTILLA SUPDT.  
\_\_\_\_\_

(For & on behalf of the  
Bidder/Contractor)  
(Office Seal)  
(Name of signatory)

Signature of Witness  
(Sign, Name & Address)

1. \_\_\_\_\_  
\_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_

**"Note:** The bidder has to execute Integrity Pact agreement with Deendayal Port Authority have been appointed by DPA as independent External Monitors and whose address are as under:-

- 1) Shri Amiya Kumar Mohapatra, IFoS (Retd.)  
Qrs. No. 5/9, Unit-9, Bhoi Nagar,  
Bhubaneshwar – 751 022.  
Mobile No. 9437002530  
Email : [amiyaiifs@gmail.com](mailto:amiyaiifs@gmail.com)
- 2) Dr. Gopal Dhawan, Ex-CMD, MECL,  
House No. 120, Jal Shakti Vihar,  
(NHPC Society) P4, Builders Area,  
Greater Noida Gautam Budh Nagar,  
Uttar Pradesh – 201 315,  
Mobile No. 80077 71467  
Email : [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

**Letter of Acceptance**  
**[to be issued by DPA on letter head]**

No. \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
[Name & address of contractor]

Sub: \_\_\_\_\_

Ref: Your bid dated \_\_\_\_\_ and list of correspondence with the bidders.

Dear Sir,

This is to notify you that your price bid opened on \_\_\_\_\_ for execution of the work "\_\_\_\_\_", as given in the instruction to bidders for the Contract Price of Rs. \_\_\_\_\_ [amount in words and figures] as corrected and modified in accordance with the Tender Documents is hereby accepted by the competent authority of Deendayal Port Authority.

You are hereby requested to furnish performance guarantee, for an amount of Rs. \_\_\_\_\_ [amount in words and figures] within {21} days of the issue of this letter of acceptance valid upto {28} days from the date of completion/obligation/ expiry of taking over certificate subject to removal of defects period, if any i.e. upto \_\_\_\_\_ and also sign the contract agreement within {14} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Work Order will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signatory  
Name and title of signatory  
Deendayal Port Authority



**FORM IX**

**Work Order**  
**[to be issued by DPA on letter head]**

No. \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
[Name & address of contractor]

Sub: \_\_\_\_\_

Ref: Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

Pursuant to your furnishing the requisite Security and signing of the contract for execution of the work

" \_\_\_\_\_

\_\_\_\_\_", you are hereby instructed to proceed with the execution of the said work w.e.f. \_\_\_\_\_ in accordance with the contract documents.

Thanking you,

Yours faithfully,

Deputy Conservator,  
Deendayal Port Authority,  
Gandhidham

**CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_ 2025.

BETWEEN

(1) The Board of **Deendayal Port Authority**, an Autonomous Body of the Ministry of Ports, Shipping & Waterways of the Government of INDIA, incorporated under the Major Port Authorities Act, 2021 as Amended thereafter, under the Laws of India and having its principal place of business at Gandhidham - Kutch, Gujrat – India (hereinafter called “the Port”), and

(2) M/s....., (a partnership firm /proprietorship firm / company registered under the laws of India) having its place of business at ..... represented by its ..... (Description) Shri....., s/o (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part.

WHEREAS the Employer/ Board invited Tenders against tender no. **03/2025** for execution of “**Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years**”, has accepted a Tender by the Contractor in accordance with the supply/delivery schedules, in the sum of \_\_\_\_/- (Rupees \_\_\_\_ only) in the Indian Rupees which is exclusive of GST (hereinafter called “the Contract Price”).

An amount of Rs \_\_\_\_/- will be paid in the form of Bank Guarantee towards 5 % of annual Contract value of Rs. \_\_\_\_/- as Performance Guarantee.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Employer/ Board and the Contractor, and each shall be read and construed as an integral part of the Contract:

1. Notice inviting tender
2. Instruction to the Bidders
3. Scope of Work, Activity Schedule and other requirements
4. General Conditions of Contract
5. Special Conditions of Contract
6. Annexures and Forms
7. Price bid
8. Work Order No.....
9. Any correspondences and documents that touching the tender/Contract.

AND WHEREAS

EMPLOYER/ BOARD accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

2. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

3. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

4. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

All the disputes related to the subject contract shall be resolved through a Conciliation Committee / Council, comprising of independent subject expert(s).

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **“Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years”** under Indian laws on the day, month and year indicated above.

FOR AND ON BEHALF OF THE BOARD/EMPLOYER  
CONTRACTORS

FOR AND ON BEHALF OF THE

Signed :

Name:

In the capacity of Deendayal Port Authority

In the presence of: (1) \_\_\_\_\_

In the presence of: (1) \_\_\_\_\_

(2) \_\_\_\_\_

(2)\_\_\_\_\_

**Signed, sealed and delivered by the Secretary**

**On behalf of the Board of Trustees of Port of Deendayal**

**FORM OF BANK GUARANTEE**  
**(For Performance Security)**

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

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

1. In consideration of the Board of Trustees of the “Deendayal Port Authority” incorporated by the Major Port Authorities Act. 2021 [herein after called “The BOARD”] which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Trustees of the Port of Deendayal Port Authorities, its successors and assigns having agreed to exempt \_\_\_\_\_[name of contractor/s][herein after called the “Contractor”].
2. From the demand under the terms and conditions of the contract, vide \_\_\_\_\_’s [Name of department] letter no. \_\_\_\_\_ dated \_\_\_\_\_ made between the contractor and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter called “the said contract”] for the payment of Performance Guarantee in cash or Lodgment of Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] only we, the [Name of Bank and Address] \_\_\_\_\_ [hereinafter referred to as “the Bank”] at the request of the Contractor do hereby undertakes to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.
3. We, [Name of Bank], [Name of Branch], do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractor of any of the terms and conditions of the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] only].
4. We, [Name of Bank and Branch], undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
5. We, [Name of Bank and Branch] further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

6. We, [Name of Bank and Branch] further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the Board against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
9. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
10. Notwithstanding anything contained herein:
- (i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_].
  - (ii) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
  - (iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ [date of expiry of guarantee].

For [Name of Bank] Signature

Date \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

**TENDER ACCEPTANCE AND DECLARATION ON LITIGATION AND  
BLACKLISTING**

**(To be provided on the bidder's company letter head with signature and seal)**

To

Sir,

Subject: \_\_\_\_\_

Tender Reference No.: \_\_\_\_ for **“Hiring of 02 Nos. Water Tenders and 01 No. foam Tender with Manpower at Deendayal Port Kandla for the period of 05 years”.**

WE DECLARE THAT:

1. I/We have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below

1. \_\_\_\_\_  
2. \_\_\_\_\_

3. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above-mentioned Tender / work from the website(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s),

schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.

6. The corrigendum(s) issued from time to time by Deendayal Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.
7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then Deendayal Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Name &Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exceptions & Deviations****[to be submitted on letter head of party]**

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

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

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

(Signature of the Bidder, with Official seal

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_[insert date of signing]



**FORMAT OF BID SECURING DECLARATION FROM BIDDERS**  
**(On Bidders Letter head)**

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To (insert complete name and address of the Employer/ Purchaser) I/We. The undersigned, declare that:

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

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

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

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

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

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

**(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)**

**Corporate Seal (where appropriate)**

## **SECTION IX**

### **(Bill of Quantity)**

**NAME OF WORK: "HIRING OF 02 Nos. WATER TENDERS AND 01 No. FOAM TENDER WITH MANPOWER AT DEENDAYAL PORT, KANDLA FOR THE PERIOD OF 05 YEARS"**

Sr. No.	Description	Qty	Unit	Rate	Amount
<b><u>PART "A" FIXED CHARGES FOR HIRING OF FIRE TENDERS (VEHICLES)</u></b>					
1	Providing of 01 no. of Foam Tender for a period of 5 years as per tender.	60	Months		
2	Providing of 02 nos. of Water Tender for a period of 5 years as per tender.	60	Months		
<b><u>PART "B" PROVIDING MANPOWER / FIRE PERSONNEL</u></b>					
1	Station Officer: 1 Nos.x 3 shifts x 3 Tenders =09 Nos.	60	Months		
2	LEADING FIREMAN: 1 Nos.x 3 per shift x 3 Tenders =09 Nos.	60	Months		
3	Pump Operator Cum Driver: 1 Nos.x 3 per shift x 3 Tenders =09 Nos.	60	Months		
4	FIREMEN: 4 Nos.x 3 per shift x 3 Tenders = 36 Nos	60	Months		

**Note 1 :** The above rate is inclusive of all taxes and duties, etc. except GST. The GST will be reimbursed as per GST Clause. GST to be paid separately as admissible under GST Act.

**Note 2:** The Part "A" & Part "B" of Bill of Quantity may be filled by considering the Clause No. 7 & 1 of Section IV respectively and other tender requirements.

### **SIGNATURE OF THE CONTRACTOR**

**Important:** Bidders shall submit price schedule blank duly sealed and signed with technical bid. The price to be filled and submitted in (n) procurement portal only. Bidders may note that price quoted shall not be declared anywhere in Technical bid, failing which their bid will be reject.