

Terms & Conditions	
1	The work is to be carried out at BVM School Building, New Port Colony New Kandla.
2	The work shall be completed within <b>Two Months</b> after issue of work order or clear site of work is given.
3	The quotationer are expected to have full knowledge of the site of work & local working condition before submitting the quotation and no claim whatsoever will be entertained of any nature of work, arising out to the local condition of site.
4	The Bidder should have experience of <b>"Building Work"</b> . If bidder completed the works in private organization, then TDS certificates with respect to referred work needs to be submitted online. Failure to provide TDS documents will result as non-responsive of bid.
5	The quotationer shall be required to execute the work in such a way so as not to cause any damage / hindrance with the activity going on in near by area.
6	EMD @ <b>Rs. 8362.00</b> and Quotation Fees of <b>Rs. 590.00</b> (including GST, Non refundable) shall be submitted in form of online digital mode of payment in the account of Deendayal Port Authority, Gandhidham as per details mentioned below: ----- Bank of Baroda Gandhidham Branch <b>Account No.</b> 10080100022427 <b>IFSC code.</b> BARBOGANKUT
7	EMD of the bidders other than L-1 will be released within seven days from date of issue of work order and EMD of successful bidder( i.e. L-1 Bidder) will be released after completion of work and issuance of completion certificate.
8	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 shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate. NIC codes regarding list of activity related to the subject tender is mentioned below: <b>Level Description</b> Section-F Construction Division 41 Construction of Building Group 410 Construction of Building class 4100 Construction of building subclass 41001 Construction of buildings carried out on own-account basis or on a fee or contract basis Subclass 41002 Activities relating to alteration, addition, repair, maintenance carried out on own-account basis or on a fee or contract basis
9	All the rules & regulation governing D.P.A. will be applicable.
10	Whenever & whichever machineries, tools or equipments are to be arranged by quotationers along with fuel charges.
11	Income-tax and surcharge as applicable shall be made while making payment to the quotationers for carrying out the work & only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
12	After completion of work the site should be neatly cleaned by the Quotationer.
13	<b>Force Majeure</b> : This will be restricted to natural calamities and acts of GOD only.
14	All the material shall required for the work shall be got approved from Engineer in-charge before put into use.
15	<b>Payment:</b> 90% payment will be made after satisfactory completion of work on issuance of completion certificate and 10% amount of contract value shall be retained towards Performance Security. Payment will be made by RTGS only after submission of duly signed bill .
16	<b>Performance Security:</b> 10% amount of contract value shall be retained towards Performance Security and will be released after completion of defect liability period.
17	<b>Defect Liability Period:</b> The defect liability period for the subject work is <b>TWO YEARS</b> from the date of completion of work as certified by Engineer-in-charge. a) Contractor is responsible for rectify defects of relevant items carried out in work, during defect liability period and no any payment for that will be made to contractor for that, in defect liability period. b) The contractor shall be responsible to make good and remedy at his own expenses any defect which may be develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer in charge shall give the contractor a notice in writing above the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer in charge may rectify or remove or re-execute the work at the risk and cost of contractor. c) If contractor fail to attend the defect if any, within 15 days of written notice served by the Engineer in charge, during Defect liability period, the Performance Security. will be forfeited, and defect will be rectified on risk and cost of contractor. d) The Performance Security deposit will be released only after completion of defect liability period.
18	Superintending Engineer (R ) reserves the right to cancel the quotation without assigning any reasons and also increase/ decrease the quantum of work.
19	The contractor shall not deposit any materials at such a place, that may cause inconvenience to the public or staff or near by offices.
20	For the purpose of measurement the method prescribed in standard code of measurement of the concern work shall be applicable.
21	If applicable, All tools, plants, scaffolding ladder etc and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost and storing of such tools, plants etc will have to be made by him.
22	The Contractor shall ensure not to cause any damage to the port properties in the vicinity of work site during execution of work. If any damage occurs due to workmen / machinery of the contractor, the contractor has to make good the loss / damage at his cost.
23	The rates to be quoted excluding GST. However, GST element will not be considered for evaluation of bid price.
24	<b>GST CLAUSE</b>
i)	The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
ii)	GST Registration NO. shall have to furnish by Quotationer, failing which the Bid/Quotation will be considered as non-respective and be liable for discharge.
iii)	GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
iv)	The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs. 2,50,000.00
v)	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 pf the contractor / service provider / supplier.
25	<b>Liquidated Damage (L.D.):</b> - In case of delay in Completion of contract , liquidated damage [LD] may be levied at the rate of 0.5% of the contract value per week of delay or part thereof, subject to a maximum of 10% of the contract price.
26	<b>Labour Welfare Cess ( if applicable):</b> 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 to concerned authority is submitted before releasing the Performance Security.

27	The Security deposit will be released only after submission of ' <b>No due certificate</b> ' from the Geologist, Geology and Mining department, Bhuj
28	<b>Labour License:</b> The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he engaged 10 or more workers on any day during execution of work.
29	<b>List of Approved Make:</b>  <b>Cement(OPC-53 Grade) :</b> Ultratect Cement , Ambuja Cement ,ACC Cement, JK Lakshmi Cement <b>Construction Chemicals:</b> Fosroc Chemicals India Ltd , Sika India Pvt. Ltd. <b>Bricks:</b> NR/NK (Ahmedabad)

Quotationer	<b>Superintending Engineer (R )</b> <b>Deendayal Port Authority</b>
-------------	--