

Terms & Conditions

1	The work is to be carried out inside Cargo jetty area Kandla.
2	The work shall be completed within Three Months 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 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.
5	Whenever & whichever machineries, tools or equipments are to be arranged by quotationers along with fuel charges.
6	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.
7	After completion of work the site should be neatly cleaned by the Quotationer.
8	Force Major : Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
9	All the material shall required for the work shall be got approved from engineer in charge before put into use.
10	1st and Final bill shall be paid after satisfactory completion of work.
11	EMD of the bidders other than L-1 will be released within seven days from date of sign of work order . (in case of MSME Bidder has to submit bid secure declaration form along with the bid as attached)
12	Executive Engineer (H) reserves the right to cancel the quotation without assigning any reasons and also increase/ decrease the quantum of work.
13	The rates to be quoted excluding GST. However, GST element will not be considered for evaluation of bid price.
14	Payment will be made by RTGS only after satisfactory completion of work and submission of duly signed bill.
15	The contractor shall not deposit any materials at such a place, that may cause inconvenience to the public or staff or near by offices.
16	For the purpose of measurement the method prescribed in standard code of measurement of the concern work shall be applicable.
17	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.
18	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.
19	<u>GST CLAUSE</u>
(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.
20	The contractor shall affix SEAL along with SIGNATURE in the quotation, failing which the bid/Quotation will be consider as non-responsive and liable to discharge.
21	Quotation Fees of Rs. 590.00 (including GST, Non refundable) shall be submitted in form of online digital mode of payment in the port account. in favour of Deendayal Port Authority, Gandhidham. details mentioned below. Digital mode of Payment at Account No. : VDDPTNCFEHARB26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID-VAS. VDDPTNCFEHARBR26@idbi
	EMD @ 9563.00 shall be submitted in form of online digital mode of payment in the port account. in favour of Deendayal Port Authority, Gandhidham. details mentioned below. Digital mode of Payment at Account No. : VDDPEMDCEHARBR26 IFSC Code : IBKL0000412 IDBI Bank, Gandhidham Branch UPI ID – VAS.VDDPEMDCEHARBR26@idbi

22	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 technical bid stage a scanned copy of valid certificate. NIC codes regarding similar work is mentioned below: If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.
	SECTION F CONSTRUCTION Division 41 Construction of buildings Group & Class 410 & 4100 Sub-class - 41001 Construction of buildings carried out on contract basis.
23	The service for fire watch will be provided free of cost. However contractor has to make necessary arrangements for same without any cost.
24	Contractor has to make his own arrangements for obtaining entry permit from CISF since the work is to be carried out inside cargo jetty area.
25	EMD of L-1 bidder will be released after completion of work with certificate of Engineer in charge.
26	The bid is valid for 90 days from the date of opening of quotation.
27	In case of delay in completion of the contract, Liquidated damage (L.D) may be levied at the rate of 0.50% of the contract value per week of delay or part thereof, Subject to maximum 10% of the contract price.
28	The strength of concrete shall be determined by compressive strength test. For this purpose, during the progress of the work cube samples shall be cast for testing at 7 days and 28 days as per the IS 456.
29	Test cubes shall be cured and stored as provided in IS 516. The contractor shall send at his own cost, all the test cubes in the Port laboratory for testing. The cost of sampling, material, test cubes and testing shall be borne by the contractor for 28 days cube.
30	The contractor shall arrange to supply samples of coarse aggregate and fine aggregate etc. to the Port Laboratory for mix design for concreting works. Mixing of cement concrete works shall be on weigh batching basis as per approved design. For better Mixing of cement concrete works shall be on weigh batching basis as per approved design. The minimum cement content shall be 370 kg/m ³ for M-30 grade concrete.

Executive Engineer (H)
Deendayal Port Authority

Quotationer