

TERMS AND CONDITIONS

Name of work: Construction of Compound Walls for Commercial Buildings on Reserved Plots in DPA Land at Apna Nagar NU 3 and Sector 1-A Gandhidham (Stage - II)

1	The work is to be carried out at Gandhidham area.
2	The work shall be completed within 30 Days after issue of work order.
3	The Quotationers 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 rates should be quoted in figures and words both, failing which the bid/Quotation will be considered as non-responsive and be liable to discharge.
5	FORCE MAJEURE: 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 obligation 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 continues for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
6	XEN(TD) reserves the right to cancel the quotation without assigning any reasons and also increase / decrease the quantum of work.
7	1st and Final bill shall be paid after satisfactory completion of work.
8	Payment will be made by NEFT/RTGS only after satisfactory completion of work and submission of duly signed bill.
9	The contractor shall affix SEAL along with SIGNATURE in the quotation failing which the bid/quotation will be considered as non- responsive and be liable to discharge.
10	A) Liquidated damages shall be levied at the rate of 0.50% per week or part thereof (per week/part thereof) of contract value for delay of each week or part thereof subject to maximum of 10% of contract value in the event of failure to complete the work in the stipulated period of completion or such extension as may be granted.

11	EMD of Rs. 16,239/- VIRTUAL ACCOUNT FOR EMD: VDDPEMDCETDDIV26 UPI ID for EMD: VAS.VDDPEMDCETDDIV26@idbi IFSC CODE: IBKL0000412
11	Quotation fees of Rs. 590 (including GST, non-refundable) VIRTUAL ACCOUNT FOR TENDER FEES: VDDPTNFCETDDIV26 UPI ID for Tender Fee: VAS.VDDPTNFCETDDIV26@idbi IFSC CODE: IBKL0000412
12	EMD of the bidders other than L-1 will be released within seven days from date of opening of the Quotation and for L-1 bidder will be released after the issue of the work order.
13	Income tax deduction and surcharge as applicable shall be deducted from the bill while making payment to the quotationer for carrying out the work & only net amount shall be paid to the Quotationer.
14	The Quotationer shall be required to execute the work in such a way so as not to cause any damage/hindrance with the port activity going on in nearby area.
15	The contractor shall not deposit any materials at such a place, that may cause inconvenience to the public or staff or nearby offices.
16	For the purpose of measurement, the method prescribed in standard code of measurement of the concern work shall be applicable.
17	All the rules & Regulation governing D.P.A will be applicable
18	<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.”
19	Procurements for dealing with ambiguities rates that if on check there are difference between the rates given by the contractor in words and figure or in amount worked out by him, the following procedure shall be followed.
(I)	When their difference between rates in figure and words, the rates that correspond to the amount worked out by contractor shall be taken as correct.
(II)	When the amount an item is not worked out by the contractor, or if it does not correspond with the rates written either in figure or in words, then the rates quoted by the contractor in words, then the rates quoted by the contractor in words shall be taken as correct.
(III)	Where the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates have been quoted for any item(s) then rate for such item(s) will be considered as zero.
20	<u>In case of MSEs:</u> - 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 submit in technical cover a copy of valid certificate as well as duly filled in and signed
	NIC codes regarding similar work is mentioned below: Level Description SECTION F CONSTRUCTION Division 41 Construction of buildings Group 410 Construction of buildings Class 4100 Construction of buildings
21	Machinery, tools or equipment are to be arranged by quotationer along with fuel charges

22	<p>Average annual financial turnover during the last three years ending 31st March of the previous financial years i.e. upto 31st March, 2025, should be at least Rs. 2.44 Lakhs.</p> <p>Experience of having successfully completed similar works or substantially completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>1- Three similar completed works, each work costing not less than ₹ 3.25 lakhs (excluding GST).</p> <p>OR</p> <p>2- Two similar completed works, each work costing not less than ₹ 4.06 lakhs (excluding GST).</p> <p>OR</p> <p>3- One similar completed work costing not less than ₹ 6.50 lakhs (excluding GST).</p> <p>"Similar Work" means experience of Construction or Maintenance of Compound Wall/Any type of Building work during last 7 years ending last day of month previous to the one in which applications are invited.</p> <p>"Substantially Completed Work" means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender</p> <p>The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience and it should be submitted with Technical Bid i.e. in cover 1</p>
23	10% SD will be deducted from the bill and same will be released after the completion of defect liability period.
24	The defect liability period is 6 months from the date of completion of work
25	All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.
26	The S.D., shall be released, subject to the condition that documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time, paid of concerned authority is submitted.
27	The contractor shall have to obtain necessary licence from the Assistant Labour Commissioner (Central) Adipur in case he has to engage 10 or more workers on any day during the execution of work.

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All royalties of Metals, quarry fees etc. payable by the contractor directly to the authorities concerned and rates tendered shall be deemed to be inclusive of all charges Before claiming refund of security deposit the contractor shall produce "NO dues certificate" from Geologist, Anjar.

**Contractor
(T.D.)**

**Executive Engineer
Deendayal Port Authority**