

Terms and Conditions

1. The work is to be carried out at Cargo Jetty area at New Kandla.
2. The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
3. The Bidder are expected to have full knowledge of the site of work & local working condition before submitting the quotation. The Port is basically in operational area dealing mainly Wooden logs, Salt, Coal, Iron Ore, Fertilizers, Steel Plates/ Coils Gypsum etc.. in Cargo jetty area. The bidder shall have to obtain necessary permission from Other Dept. of DPA, if required. The Bidder while filling up the rates in the quotation should consider above aspects.
4. The Bidder 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.
5. All the rules & regulation governing D.P.A. will be applicable.
6. PAN number & GST registration No. shall have to furnish by Bidder, failing which the Bid / Quotation will be considered as non – respective and be liable for discharge.
7. The bidder shall have experience of PMC Services/ Technical Consultancy Service of any building project in Govt/ PSU/ Private sector. The bidder is required to submit Completion Certificate issued by respective client for such work and failing which bid will be treated as non responsive.
8. The work shall be completed within 60 days after issue of work.
9. Income-tax and surcharge as applicable shall be made while making payment to the Bidders for carrying out the work & Only net amount shall be paid as directed by Central Board of Direct Taxes, Ministry of Finance, Government of India.
10. Force major: This will be restricted to natural calamities and acts of GOD only.
11. All the rules and regulations in force for entry inside Cargo Jetty area shall be followed by the Bidder. He should take entry pass for him and workers from Commandant of CISF directly.
12. Necessary Indian Dock Safety regulations for the safety purpose shall adhere to by the Bidder. He will be held responsible for any violation of the same.
13. Executive Engineer (H) reserves the right to cancel the quotation without assigning any reasons and also increase/ decrease the quantum of work.
14. The rates to be quoted excluding GST. However, GST element will not be considered for evaluation of bid price.
15. Taxes:
GST Clause:
The bidder shall quote the price exclusive of GST. The bidder shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017.
All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
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
Deduction of Income-Tax:
Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only

net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Tax: The rates quoted by the bidder shall be deemed to be inclusive of the taxes, duties etc. which the contractor will have to pay for the performance of this contract, except GST. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

Deduction:

Deduction of taxes / income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

16. 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.
17. Payment will be made by RTGS only after satisfactory completion of Task/ Work and submission of duly signed bill.
18. For the purpose of measurement, the method prescribed in standard code of measurement of the concern work shall be applicable.
19. All the Stationery materials, Computers, engaging of Experts. Transportation up to Gandhidham/ Kandla required for the purpose of execution of work will have to be arranged by the bidder at his own cost.
20. The Contractor shall ensure not to cause damage to port properties in the vicinity of worksite during the execution of work. The contractor has to make good the loss/damage at his own cost.
21. Correction if any, should be signed/ initialled by the contractor. White ink correction will not be allowed and lead to rejection of quotation.
22. 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.
23. The contractor shall affix SEAL along with SIGNATURE in the quotation, falling which the bid/Quotation will be consider as non-responsive and liable to discharge.
24. 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 sub-class list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Quotation fee/EMD. Such bidder shall upload the scanned copy of valid certificate ad Bid Security Declaration form as attached has to be submitted In Technical bid

Level	Description
Div 71 Class 7110	architectural and engineering activities and related technical consultancy

25. Quotation fee of Rs. 590/- (Inclusive of GST) & EMD of Rs. 9682/- shall be submitted in form of Digital mode of payment at Account No. : 2177002100002684 IFSC Code : PUNB0217700 (Punjab National Bank, Kandla Branch.)

26. EMD of the bidders other than L-1 will be released within seven days from date of sign of work order EMD of successful L-1 bidder will be released after completion work as per certification of Engineer-in-charge.
27. The quotation for the work/ supply shall remain open for a period of 120 days from the date of opening of quotations. The DPA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money if any bidder withdraws his quotation before that date or makes any modification in the terms and conditions of the quotation which are not acceptable to the department, and to forfeit the whole of the earnest money if the bidder, whose quotation is accepted, fails to commence the work/supply specified in the NIQ (along with changes in scope, if any) in the prescribed time or abandons the work/supply before its completion.
28. 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.
29. Procedure for dealing with ambiguities rates.
That if on check there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed: -
- a. When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - c. When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.

30. Scope of Work are as under :

- 1) The Consultant has to visit the site and has conduct reconnaissance Survey and Detailed topographical survey of the proposed development area.
- 2) The Consultant shall Review available data like drawing of existing structures, Soil investigation reports in the vicinity area and any other associated details.
- 3) The Consultant Shall have to Prepare Minimum Three alternatives Showing 3d Views of Exterior of Proposed work including development of surrounding area. A presentation to be made before the Port Authority along with various alternatives and finalization of proposed development.
- 4) On finalisation of Any alternative by DPA, the Consultant have to Prepare complete conceptual plans, architectural drawings (Plan, Elevation, Sections and Schedule of finishes), Site Plan including concept landscape & 3D views (exterior). The drawings will cover detailed working drawings to minutest details (including sanitary fittings) with reference to technical, architectural, and functional requirements.
- 5) Structural design and drawings for all structure i.e. RCC framed work, PEB Structure or any other type Prefab Bldgs. with modern construction technique, including facade work as per architectural design intent.
- 6) Preparation of Detailed Tender as per the Model Tender of DPA considering various Specifications and Special Conditions with respect to items considered in the estimate.
- 7) The scope of work of consultant shall be till the Approval of Estimate and Tender from the competent authority.
- 8) The Consultant Shall have to prepare suitable Draft reply in context to the Observations raised by any approving authority of DPA like Design Section/ Finance Dept./ PMU/ or any other.
- 9) All the expenses incurred by the consultant for various activities will be borne by the contractor/ consultant himself.
- 10) Consultant has to prepare the Detailed estimate (as per DPA-SOR, rate analysis & Market Rate), Drawings & tender document along with supporting documents i.e. rate analysis etc.
- 11) Consultant shall develop detailed Architectural drawings, structural drawings, services layout drawing as per design, 3D walk through (External covering all the building and internal covering furniture layout and finishes). The scope is not limited to but also includes: -
 - I. To prepare structural designs, drawings for the building, and approval thereof from Competent Authority.
 - II. Necessary Working Drawings for Civil, Architectural, Structural, Interior, Furniture, Sanitary & Water supply system, Fire Fighting system, Land-Scaping, facade, Compound wall, grills, entrance gates, Development of surrounding area, Complete Electrification with CCTV Camera, Installation of RFID systems, DFMD Scanner, XBIS Scanner, Electrical and Air-Conditioning etc. are to be Supplied According to the Progress of the

- Construction Works and suggesting min 3 options of Colour Schemes with material.
- III. To prepare and review architectural / construction drawings including plan, elevation and cross section, blown up/part details of parts of buildings i.e. toilets, staircase, flooring, ceiling etc. as required to meet design intent.
 - IV. Necessary Design, suggestions and Drawings for facility of solar to generates electricity in future development.
 - V. To provide 5 Sets of drawings and Soft Copy (pdf & autocad) in Pen-drive.
 - VI. All Designing as per norms of considering earthquake zone and applicable IS Codes.

12) Consultant has to associate and discuss with port officers from time to time and takes in to account comments, suggestions of Engineer in charge.

13) In the event if Consultant fails to Submit the Deliverables in Specific Time, then DPA may reserves right to Forfeit EMD and shall also Blacklist from DPA.

14) If suspension of consultancy work is for reasons not attributed to execution, the Consultant shall determine the extension of time or completion to which the contractor executing the work is reasonably entitled and notify to DPA.

15) **DELIVERABLES – TIMELINE & PAYMENT:-**

Task ID	Description	Percentage of lump-sum amount quoted for the respective stages of the scope of Work.	Time periods
I	Site visit, conduct reconnaissance Survey. Detailed topographical survey of the proposed development area. Presentation to be made before the Port Authority along with various alternatives and finalization of proposed development. Submission of Detailed estimate and drawings & draft tender document after finalizing any Alternative	50%	30 Days from issuance of Work order.
II	Final Approval of Estimate, Drawings and Tender document received from Competent Authority	50%	60 Days from issuance of Work order.

Bidder

Executive Engineer(H)
Deendayal Port Authority

FORMAT OF BID SECURITY 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 year 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 Bidduring 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)

Corporate Seal (where appropriate)