

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

DEENDAYAL PORT AUTHORITY

**General Administration Department
(Labour Welfare Section)**

Tender Notice

No. : LB/WF/1153/Buses/2024, Model-2024

"Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, along with Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years".

PORT OFFICE

Personnel Officer

Deendayal Port Authority
General Administration Department
Labour Welfare Section
A.O. Building
Ground Floor
Gandhidham – 370201
Kutch – Gujarat
Phone: + 91-2836-223828, 230072
Email : ravi.maheshwari@deendayalport.gov.in

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

TENDER NOTICE NO. LB/WF/1153/Buses/2024, Model-2024

Personnel Officer, DPA, Gandhidham invites tender through Online E-tendering system for the work of 'Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years'.

Estimated cost : **Rs. 18,85,83,893.00** for 04 years

: (**Rs. 4,71,45,973.25** for 01 year)

EMD : **Rs. 4,71,460.00**

Last date of downloading: 23/10/2024 up to 1400 hrs.

Date of Pre-bid Meeting : 09/10/2024 at 16:00 Hrs.
Meeting Hall, 1st Floor, A.O. Building, Gandhidham

Last date and time of submission of E-tender only on : 23/10/2024 up to 15:00 hrs.

Website: <https://tender.nprocure.com>

Date and time for opening of E-tender: 23/10/2024 at 15:30 Hrs.

Tender shall be downloaded from web site: <https://tender.nprocure.com>,
<http://deendayalport.gov.in>. and <http://eprocure.gov.in>

Corrigendum, if any, will be placed on website only.

Personnel Officer

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Notice Inviting Online Tender

Department Name	General Administration Department
Circle/ Division	Labour Welfare Section
Tender Notice No.	LB/WF/1153/Buses/2024, Model-2024
Name of work	Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.
Estimated contract value (INR)	Rs. 18,85,83,893/- for 04 years (Rs. 4,71,45,973.25 for 01 year)
Period of Completion	4 years extendable to 01 year subject to satisfactory performance and work requirement.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Not Applicable
Qualifying criteria	<p>The Tenderers can seek qualification under either of the following criteria:</p> <p><u>Category I</u></p> <p>1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be as at least Rs. 141.44 lakhs as certified by the Chartered Accountant. (Bidders are required to submit financial turnover document issued by CA with CA's stamp, signature and UDIN no. along with relevant document for verification of turnover failing which the bid will be treated as non-responsive.)</p> <p>2. Experience of having successfully 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>Three similar completed works each costing</p>

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	<p>not less than an amount equal to Rs. 188.58 lakhs</p> <p>OR</p> <p>Two similar completed works each costing not less than an amount equal to Rs. 235.73 lakhs</p> <p>OR</p> <p>One similar completed work costing not less than an amount equal to Rs. 377.17 lakhs</p> <p>(Documents to be submitted mentioned in clause no. 4.1)</p> <p>Similar work (Category I)</p> <p>Definition of "Similar Work" means supplying, running and maintenance of Buses for transportation of Employees/School going children, on contract basis to organizations/Institutes. Ongoing works for more than 4 years will be considered, subject to submission of satisfactory work certificate from the Employer.</p> <hr/> <p>Category II</p> <p>1. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be as at least Rs. 141.44 lakhs as certified by the Chartered Accountant. (Bidders are required to submit financial turnover document issued by CA with CA's stamp, signature and UDIN no. along with relevant document for verification of turnover failing which the bid will be treated as non-responsive.)</p> <p>2. The bidder should have paid Passenger Tax for a 10 Nos. owned buses (not less than 32 seater) for a period of 12 months during last 07 years ending last day of the month previous to one, in which tenders are invited.</p>
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	<p>3. The bidder should have owned 10 Nos. of Buses (not less than 32 seater) for a period of 12 months during last 07 years ending last day of the month previous to one, in which tenders are invited.</p> <p>(Documents to be submitted mentioned in Clause No. 4.1)</p>
<p>Bid Document Fee :</p>	<p>Rs.5900.00/- (Rupees Five Thousand Nine Hundred Only) i.e. Rs.5000 + 900 (TenderFee+18%GST) shall be deposited only through digital mode in the account of Port as mentioned below: Account No :- 10080100022427 IFSC Code :- BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipt of same as a proof towards payment shall be submitted in electronic form through online (by scanning) while uploading the bid.</p>
<p>Bid Security/ EMD (INR) :</p>	<p>EMD of Rs. 4,71,460/- shall be submitted through digital mode in the account of Port as mentioned below: Account no :- 10080100022427 IFSC Code :- BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipt of same as a proof towards payment shall be submitted in electronic form through online (by scanning) while uploading the bid.</p>
<p>Exemption of tender fee and EMD under MSEs</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 sub-class activities mentioned hereunder related to the subject tender shall only become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the Tender documents, failing which the bid shall be disqualified.</p>

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	Level	Description
	Section H	Transport and storage
	Division 49	Land transport and transport via pipeline
	Group 492	Other land transport
	Class 4921	Urban or suburban passenger land transport
	Subclass 49211	Urban or suburban passenger bus transport (excluding chartered bus)
	Class 4922	Other passenger land transport
	Subclass 49225	Operation of school buses and buses for transport of employees
Bid Document Downloading Start Date	19/09/2024 @ 16:00 Hrs.	
Bid Document Downloading End Date	23/10/2024 up to 1400 hrs.	
Date & time of Pre Bid Meeting	09/10/2024 @ 16:00 Hrs.	
Place of Pre Bid Meeting	Old Board Room, Administrative Office Bldg., Deendayal Port Authority, Gandhidham, Kachchh-Dist.- Gujarat	
Last Date & Time for Online submission of Bids	23/10/2024 upto 15:00 hrs. on https://tender.nprocure.com	
Bid Validity Period	120 Days	
Remarks	<p>Bidders have to make payments for Tender Fee and EMD only through Digital Mode</p> <p>Technical Bid of only those firms shall be opened whose tender fee and EMD is received through Digital payment along with integrity pact submission online.</p> <p>1) Tender fee of Rs. 5900/- through digital mode of payment.</p> <p>2) EMD of Rs. 4,71,460/- through digital mode of payment.</p> <p>This submission shall mean that Integrity</p>	

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	<p>Pact, EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose Integrity Pact, EMD & Tender Fee is received Electronically. However, for the purpose of realization, bidder shall send the same in original to the Personnel Officer at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Personnel Officer, Deendayal Port Authority, General Administration Department, Labour Welfare Section, Room No. 19, Ground floor, A.O Building, Gandhidham – 370 201, within 07 days from the last date of opening.</p> <p>EMD submitted digitally by the tenderer will be verified independently with the issuing the bank; and in case the same is not received in the account of DPA, the bid will be considered as non-responsive, and the bid shall not be taken up for evaluation.</p> <p>3) The bid/tender shall also be accompanied by Integrity Pact Agreement (Section – VII).</p> <p>I. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical</p>
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	glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.
Preliminary Bid Opening Date	23/10/2024 @ 15:30 Hrs.
Technical Bid Opening Date	23/10/2024 @ 15:35 Hrs.
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders.
Documents required to be submitted by scanning through online.	<p>a. Documents' in support of fulfilling qualifying criteria as indicated above.</p> <p>b. EMD in form of Digital Mode.</p> <p>c. Tender fee in form of Digital Mode.</p> <p>d. Integrity Pact agreement.</p> <p>e. MSE's bidders' registration certificate.</p> <p>f. Bid Securing Declaration Form for MSE bidders.</p> <p>g. As indicated in clause 4.1 & 4.2 of Section-I.</p> <p>For the purpose of realization, the bidder shall send the all above documents in original/notarized copies to Personnel Officer, DPA <u>within seven days of last date of opening of the Bid</u> through post or by hand.</p>
Officer Inviting Bids	Personnel Officer, General Administration Department
Bid Opening Authority	Personnel Officer, General Administration Department
Address	Personnel Officer, General Administration Department, Labour Welfare Section, Room No. 19, Ground Floor, Deendayal Port Authority, A.O Building, Gandhidham – 370 201 Kutch – Gujarat Email : ravi.maheshwari@deendayalport.gov.in
Contact	Phone: + 91-2836-223828/230072
Qualification Criteria & definition of similar nature of work	The bidder may refer to clause 4.0 – Eligibility criteria of Section – I – Instructions to bidders.

NOTE:

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: -

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(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

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

Personnel Officer

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SECTION – I
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

1. Deendayal Port Authority (hereinafter referred to as the employer) intends to receive bids from the interested eligible bidders for the work as mentioned in the Tender call Notice. All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.

1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

2.1 The employer has arranged the funds from the internal resources and will have sufficient funds in Indian Currency for execution of the work.

3. Eligible Bidders

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion of "Similar Works" only shall be considered for evaluation of eligibility criteria.

3.1 The invitation for Bid is open to all eligible bidders, meeting the eligibility criteria, as defined in the respective clauses.

3.2 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids" and Integrity Pact given at Section-VII.

3.3 Government-owned enterprises may participate, if they are, legally and financially autonomous, operating under commercial law and are not a dependent agency of the employer, subject to fulfillment of Minimum Qualifying criteria.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4.0 Eligible Criteria:

4.1 The Tenderers can seek qualification under either of the following criteria :

Category – I : Bidders having experience of similar works as per definition given at sr. no. 03 in below table.

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Category-II : Bidders having experience of similar works as per definition given at sr. no. 03 in below table.

The bidder can submit documents for Financial and Technical qualification in either of the categories.

Sr. No.	Particulars	Category – I	Category –II	Documents to be submitted
FINANCIAL				
1	Financial Standing	Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be as at least Rs. 141.44 lakhs as certified by the Chartered Accountant.	Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be as at least Rs. 141.44 lakhs as certified by the Chartered Accountant.	The average annual financial turn over certificate should be issued by any Chartered Accountant. Bidders are required to submit financial turnover document issued by CA with CA's stamp, signature and UDIN no. along with relevant document for verification of turnover failing which the bid will be treated as non-responsive.
TECHNICAL				
2	Experience	Experience of having successfully 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: (a) Three similar completed works each costing not less than an amount equal to Rs. 188.58 lakhs OR (b) Two similar completed works each costing not less than an amount equal to Rs. 235.73 lakhs OR (c) One similar completed work costing not less than an amount equal to Rs. 377.17 lakhs.	The bidder should have paid passenger tax for a 10 Nos. owned buses for a period of 12 months during last 07 years ending last day of the month previous to one, in which tenders are invited. The bidder should have owned 10 Nos. of Buses (not less than 32 seater) for a period of 12 months during last 07 years ending last day of the month previous to one, in which tenders are invited.	Category –I: a) A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. work order, the date of completion of work and amount of work done. b) A copy of work order should also be submitted for which the bidder is submitting the completion certificate. c) In case the similar work has been executed for any private body, the bidder will produce a certificate issued by the Chartered Accountant indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. Category –II: Copies of passenger tax receipt issued by the competent authority.

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				Copies of RC Books of 10 Nos. of Buses (not less than 32 seater) showing ownership of Buses in favour of bidders issued by the competent authority for a period of 12 months during last 07 years ending last day of the month previous to one, in which tenders are invited.
3	Definition of " Similar Work ".	Means supplying, running and maintenance of Buses for transportation of Employees/ School going children, on contract basis to organizations/Institutes	Means transportation of passengers through buses on point to point basis.	<i>Intentionally left blank</i>

- 4.2 The bidders shall scan and forward the following documents and information with their bid.
- a. Copies of original documents, defining the constitution or legal status, place of registration, principal place of business and written Power of Attorney of the signatory of the Bidder to participate.
 - b. Duly filled Forms mentioned in Section – IV- Part – I and Integrity pact given at Section-VII.
 - c. Registration with GST, PAN and Provident Fund Authorities.
 - d. EMD amounting to Rs. 4,71,460/- in the form of digital mode.
 - e. Tender fee only through Digital mode of payment.
 - f. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
 - g. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
 - h. Power of attorney (accompanied by resolution of Board, in case of company) authorizing for submission of bid.
 - i. 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.
 - j. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

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- k.** Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor's report for the past three years.
- l.** The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- m.** The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.

NOTE: All Xerox copies should be duly notarized.

4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have:

- Made misleading or false representations in the forms, statements and attachments, submitted in proof of qualification requirements; and/or
- Record of poor performance such as abandoning the works, non – completion of the contract etc.

5.0 One Bid per Bidder

5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid, will cause all the proposal with the Bidder's participation, to be disqualified and forfeiture of EMD.

6.0 Joint Venture

Not applicable.

7.0 Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and Deendayal Port Authority will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

8.0 Site Visit

8.1 The Bidder, at his own responsibility and risk is encouraged to visit and examine the routes and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

9.0 CONTENTS OF BID DOCUMENTS.

9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-19:

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

**Bid reference no.
LB/WF/1153/Buses/2024, Model-2024**

NIT	: Invitation for bids
Section – I	: Instruction to Bidder (ITB)
Section – II	: General conditions of Contract (CC)
Section- III	: Special conditions of the contract
Section – IV	: Forms of bid
Section – V	: Scope of work and technical specification
Section – VI	: Bill of quantities
Section-VII	: Integrity pact.

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder’s own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. CLARIFICATION ON BID DOCUMENTS.

- 10.1 A prospective bidder requiring any clarification of the bidding documents, may notify the employer, in writing or by electronic form and be confirmed by hard copy at the Employer’s address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than 07 days prior to the deadline for submission of bids. Copies of the Employer’s response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. The clarifications shall be uploaded on Website of <https://tender.nprocure.com>

10.2 Pre-Bid meeting

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be **held on 09/10/2024 at 16:00 hrs.** in the Old Board Room, A.O. Bldg., Deendayal Port Authority, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://tender.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.

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- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the website for the amendment issued in shape of Corrigendum and/or Addendum.

11. LANGUAGE OF BID.

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- (i) Bid Security (EMD) and tender fee
- (ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial Bid :

Bill of quantities duly filled and digitally signed by bidder.

13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account, except as provided under Clause No. 13 of Section-III i.e. escalation/de-escalation on account of Diesel price.
- 13.2 The prices shall be quoted inclusive of all Taxes (excluding GST), Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The passenger tax will be reimbursed by Deendayal Port Authority on actual basis on production of government receipts.
- 13.3 Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to DPA by way of commensurate reduction in prices.

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14. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder Indian Rupees only.

15. Bid Validity

15.1 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.

15.2 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.

15.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. BID SECURITY (Earnest Money Deposit-EMD)

16. Earnest Money Deposit (EMD)

1) The tender shall be accompanied by Earnest Money Deposit of Rs. 4,71,460/- (Rupees four lakhs seventy one thousand four hundred and sixty only). The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. The Earnest Money Deposit shall be paid digitally in the DPA account. 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 sub-class activities mentioned in the NIT related to the subject tender shall only become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the Tender documents, failing which the bid shall be disqualified.

a) EMD

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 6) as per the tender clause and executing the agreement (in Form 8) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

- (ii) EMD will be refunded suo moto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if;

- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to
 - a) sign the Agreement or
 - b) furnish the required performance Guarantee
- (v) The bidder submits more than one bid

17. Alternative Proposals by Bidders

- 17.1 Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

18 Format and Signing of Bid

- 18.1 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.

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded on nprocure system.
- 19.3 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.

D. Submission of Bids

20. SUBMISSION OF BIDS

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000,

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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 Infotower,
Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvc.net.

The accompaniments to the tender documents as described under Clause **4.2 of Section-I** 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 shall have to be forwarded subsequently so as to reach the office of Personnel Officer within seven days from the last date of opening of tender.

- 20.1 The envelopes shall be addressed to:
The Personnel Officer,
Deendayal Port Authority,
General Administration Department,
Labour Welfare Section,
Ground Floor, A.O. Bldg.,
Gandhidham, Kachchh - District
Gujarat State - 370 201.

(a) bear the following identification :

'Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years'.

Bid reference No. LB/WF/1153/Buses/2024, Model-2024 and Name and address of the bidder.

21. Deadline of Submission of the Bids

- 21.1 Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than **23/10/2024 upto 15:00 Hrs.**

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- 21.2 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 <https://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 <https://tender.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 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 change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22 Late Bids

After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.

23 Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension, if any.
- 23.2 No Bid can be modified after the deadline for submission of Bids.
- 23.3 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 the forfeiture of the bid security i.e. EMD.

E. Bid Opening and Evaluation

24. BID OPENING

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.

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- 24.2 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.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://tender.nprocure.com> and www.deendayalport.gov.in .
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25 Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be either in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the Employer will determine, whether each Bid
- (a) has been properly digitally signed,
 - (b) meets the eligibility criteria defined
 - (c) is accompanied by the required Bid security and tender fee;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by the bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27 Evaluation and comparison of bids

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- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of the Personnel Officer, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

F. Award of Contract

28. AWARD OF CONTRACT

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated bid subject to submission of agreement and performance security.

29. Employer’s Right to reject any or all the bids:

The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer’s action.

30. Letter of Intent:

The Secretary will issue the Letter of Intent (Form No. 6) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement.

- (i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the “Letter of Intent”) the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Intent). The agreement will incorporate all correspondence between the employer and the successful bidder.

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32. Contract Agreement:

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Intent.

The successful Bidder will be required to execute an agreement at his expense on three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 1) for the due and proper fulfilment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Secretary's letter accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the date of issue of work order to commence the work.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association alongwith Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.

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viii) All corrections/ additions made in the agreement are to be initialed.

33. Performance Security

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

- 1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of Bank Guarantee issued by Nationalized Bank / Scheduled Bank, except Co-operative Bank, having its branch at Gandhidham, OR FDR OR Digital mode of transfer, within 21 days, on receipt of Letter of Intent 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 & Balance SD will be refunded within 21 days from the date of payment of final bill.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 3) 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.
- 4) 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.

34. Issue of 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.

35. Time Schedule

The contract will be for a period of Four years, which shall be effective from the date of commencement of work. The contract can be extended for a period of 01 year on the same rate, terms and conditions, subject satisfactory performance by the contractor and work requirement of Employer.

36 Corrupt or Fraudulent Practices

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- 36.1 The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:
- (a) Defines the following for the purpose of these provisions:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
 - (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
37. Prospective bidder(s) may raise query relating to bidding conditions, bidding process and /or rejection of its bid. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.

**Seal & Signature
of the contractor**

Personnel Officer

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SECTION – II
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

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. **“Employer”** means Board of Deendayal Port, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Secretary or any other officers so nominated by the Board.
- b. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Specifications, and Schedules, etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **“Contract Price”** means the total sum of money to be paid by the employer to the contractor 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, including any taxes (excluding GST) & duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The passenger tax will be reimbursed by Deendayal Port Authority on actual basis on production of government receipts.
- e. **“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.
- f. **“Secretary”** shall mean the Secretary of Deendayal Port Authority.
- g. **“Work” or “Works”** shall mean the the work to be carried out by the contractor under the contract.

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- h. The **"Site"** shall mean the whole area and the routes and surrounding areas where the buses will ply.
- i. **"Approved" or "Approval"** shall mean approval in writing.
- j. **"Nodal Officer"** shall mean the Personnel Officer of Deendayal Port Authority.
- k. **"Day"** means calendar days,
- l. **"months"** are calendar months
- m. **"Trip"** means shift.
- n. **"Shift"** means 8 hours duty hours decided by DPA from time to time.

2.0 Use of Contract Document :

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.0 Resolution of Dispute

a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

b) Jurisdiction of Courts :

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

4.0 Force Majeure:

- 4.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

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- 4.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 4.3 In any other situation, which is beyond the reasonable control of the Contractor, in the opinion of the Personnel Officer, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

5.0 Compliance with Statutes, Regulations :

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislations as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Employees' Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, and any other applicable Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislations. The Contractor shall make necessary arrangements for payment to Drivers/Cleaners/Staff through Bank/RTGS and proof of payment shall be submitted every month to the Personnel Officer, DPA.

6. Bank details of the contractor for release payment :

The payment shall be made through RTGS /NEFT and the Contractor should furnish following details:-

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank
- f. MICR code
- g. Accepted for :- NEFT payment or RTGS payment

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Declaration by the Bidder

I/We solemnly affirm and declare that the above information, furnished by me/us, are true/correct and DPA is requested to pay my / our dues to this account, as for as this work is concerned.

Signature of the Party with Seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the Bank Manager with Seal.

7. Registers to be maintained at site

1. Complaint Book:

A Complaint Book is to be maintained by the Contractor in each of the Bus. The complaints, as and when, lodged by any user of the Bus shall have to be promptly brought to the notice of the Personnel Officer or his representative.

8. Submission of Reports Every Month :

For the purpose of execution of the work, the Contractor shall have to engage the staff, as may be required by the applicable law; and no staff below the age of 18 (eighteen) years shall be employed on the work by the Contractor. The Contractor shall have to submit the reports, every month, as under :-

- i) A report showing names of staff (inclusive of Driver, Cleaner, etc.) deployed by him every month to the Personnel Officer and wages paid to them.
- ii) The accidents that occurred during the said month showing the circumstances, under which they happened and the extent of damage and injury caused by them, and

9.0 Time Extensions:

The Contractor may claim extension of the time limits for commencement of work in case of;

- i) Changes ordered by Deendayal Port Authority.

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ii) Force Majeure.

The application for extension of time period should reach before 15 days from the date of expiry of time period of commencing of work.

10 Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by it's vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

11. Police verification of staff

The Contractor who has been awarded the work shall furnish necessary Police Clearance Certificate, in respect of character and antecedents of all staffs engaged by them, before commencing the work.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "**Prohibited Area**". Contractor who would be awarded contract is required to comply with the above requirements.

The Contractor shall also obtain Passes, for movement of Drivers, Cleaners, Staff inside the Port Area, from the CISF Unit, Kandla, at its cost.

The Contractor shall, if required by the Nodal Officer, deliver to the Nodal Officer a return in detail, in such form and at such intervals as the Nodal Officer may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Nodal Officer may require.

12.0 Variations:

12.1 Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12.2 Variation in Quantities of Schedule – B:

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During the contract period, DPA can reduce 2 no. of buses, for which no claim for any financial loss will be entertained by DPA. In case of reduction in no. of buses during the contract period, there will be reduction in minimum guaranteed kilometre considering 4500 km. per reduced bus/per month.

During the contract period, DPA can increase 2 no. of buses whose model shall not be older than the year 2025 and the payment for the additional 2 buses will be as per the existing terms and conditions and rate.

13. Action where no Specifications are specified:

The work shall be carried out in all respects in accordance with the instructions and requirements of the Personnel Officer.

14. Taxes:

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 prices shall be quoted inclusive of all Taxes (excluding GST and Passenger Tax), Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The passenger tax will be reimbursed by Deendayal Port Authority on actual basis on production of government receipts. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

15. Engagement of staff :

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and Drivers, local or other, and for their payment, housing, feeding and transport.

16.0 Deduction:

16.1 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.

16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall

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be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Personnel Officer shall be conclusive.

16.3 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.

17.0 Sub contracts:

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

18.0 Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all Taxes (excluding GST and passenger tax), Duties, fees, cess, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and all incidentals charges, etc.

19.0 The Contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh, before execution of work.

20.0 Conduct:

The Contractor, 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 Buses and the places of source and destinations as well as for the preservation of peace and protection of persons and property at the all the premises of Port as well as in the enactment of the works.

21.0 Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Personnel Officer giving all the details in writing. He shall also provide additional information about the accident as requested by the Personnel Officer.

22.0 Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the buses and the belongings of the contractor at his own cost till completion of the work.

23.0 Termination:

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- 23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of 60 days of default sent to the Contractor, terminate the contract in whole or in part:
- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
 - (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.
 - (iii) Failure to run the bus satisfactorily for three consecutive days
 - (iv) Total Number of failures exceeds 05 (Five) Days in a month.
 - (v) Violation of any of the Rules & Regulation stipulated in the Contract.
 - (vi) If contractor sublet the buses or appoint a Sub-Contractor.
- 23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 23.3 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
- 23.4 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- 23.5 Fundamental breaches of contract include, but shall not be limited to the following:
- a) The contractor stops work and the stoppage has not been authorized by the Personnel Officer or his nominee.
 - b) The contractor becomes bankrupt.
 - c) The contractor has delayed the commencement of work without any written approval of the Personnel Officer.
 - d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
 - e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

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detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.

- f) If the contract is terminated, the Contractor shall stop work immediately, and remove all the buses and its belonging stationed within the premises of DPA with the written permission of DPA.

24. Arbitration Clause:

(I) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein 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 whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall 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 matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute 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 this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

(IV) It is a term of this contract that only such questions and disputes as were raised during the progress of other 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 the parties during the guarantee period after completion of the work.

(V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

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(VI) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Personnel Officer 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 in respect of these claims.

(VII) 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/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

(VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

(IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(XI) 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.

(XII) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

(XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25.0 Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

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26 Personnel Officer or his nominee's Decisions

Except where otherwise specifically stated, the Personnel Officer or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

27 Delegation

The Secretary or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

28 Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

29 Personnel:

29.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Personnel Officer. The Personnel Officer will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

29.2 If the Personnel Officer asks the Contractor to remove a person, who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the place of work within seven days and has no further connections with the work in the Contract.

30 Access to the bus and office of the contractor

The contractor shall allow the Personnel Officer or his nominee and any person authorized by him access to the bus and the office without any hindrance.

31 Instructions

The contractor shall carry out all instructions of the Personnel Officer or his nominee which comply with applicable laws where the site is located.

32 Safety

The Contractor shall be responsible for the safety of the bus, his staff as well as passengers.

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33 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

34 Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work undertaken by him in the Port premises.

35 Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.

**Seal & Signature
of the contractor**

Personnel Officer

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SECTION –III
SPECIAL CONDITIONS

(These special conditions will supersede the General Condition and ITB wherever applicable)

1. **Delivery of the buses**
Piecemeal delivery of the buses will not be accepted. The contractor is required to put all 12 Nos. of the buses (8 Nos. of 32 seater and 4 Nos. of 51 seater) together in operation.
2. **Insurance:**
 - 2.1 The contractor shall provide Comprehensive Insurance of the Vehicle (inclusive of Vehicle, Driver, Cleaner, Passenger and Third Party) from the start date to the end of contract period including extended period of contract to protect his interest and interests of the employer against all perils.
 - 2.2 Policies and certificates for insurance shall be delivered by the contractor to the Personnel Officer or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectified the loss or damage incurred.
 - 2.3 Alterations to the terms of insurance shall not be made without the approval of the Personnel Officer or his nominee.
3. **Plying of buses**
The contractor is required to supply the buses, submit the documents as required in condition no. 7 of Section-III and commence the work within 50 days after issuance of the work order.
4. **The validity and release of Bank Guarantee submitted towards performance security.**
The validity of the bank guarantee shall be 60 (sixty) days from the date of completion of the work. The bank guarantee should be having a claim period of 3 months from the date of expiry of the Bank Guarantee. The Bank Guarantee will be released within 21 days from the date of payment of final bill to the Contractor.
5. **Order Acceptance:**
The firm shall give unequivocal acceptance of the LOI within 7 days of receipt of the same.
6. **Penalty**
 - 1) If it is noticed that the bus is carrying persons other than the DPA/CISF staff during the contract period without written permission of DPA, a penalty

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- of Rs. 10,000/- per such incident/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 2) If the contractor is failed to establish functional local office at Gandhidham during the contract period, a penalty at the rate of Rs. 50,000/- per month will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 3) If it is found that Driver and Cleaner are not wearing uniform while performing their duties, a penalty at the rate of Rs. 5000/-, per person/per day will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 4) If it is noticed that the hydraulics door of any of the bus is not functioning, a penalty at the rate of Rs. 10,000/- per day/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 5) If it is noticed that any of the glass door of the bus in broken/non-functioning condition, a penalty of Rs. 5,000/- per glass door/per day will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 6) If it is noticed that any seat cover is in torn out condition, a penalty of Rs. 2000/- per seat/per day will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 7) The floor and seats will be cleaned after each shift. If the bus is found to be in unclean condition, a penalty of Rs. 1000/- per shift/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 8) If the floor and roof of the bus is found to be in broken condition, a penalty of Rs. 25,000/- per bus/per day will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 9) If music system and any of the speaker are found to be in a non-working condition, a penalty of Rs. 5000/- per day/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 10) If the drivers of the buses are not provided with functional mobile, a penalty of Rs. 2000/- per shift/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.
- 11) During the breakdown of the bus during any shift, if the contractor is failed to provide alternative arrangements with 30 minutes, a penalty of Rs. 10,000/- per shift/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.

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12) If contractor is unable to provide total 12 nos. of the buses (8 Nos. of 32 seater and 4 Nos. of 51 seater) in any shift due to any reason without written consent of DPA, the alternative arrangements will be made by DPA at the risk and cost of the contractor and a penalty of Rs. 50,000/- per shift/per bus will also be levied. In this regard, decision of Personnel Officer will be binding and final.

13) If it is noticed that in any shift, the contractor is unable to post cleaner in any of the bus, a penalty of Rs. 5000/- per such shift/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.

14) If it is noticed that if the Driver provided by the Contractor is not having driving license or valid driving license, a penalty of Rs. 10,000/- per shift/per bus will be levied, subject to other actions, as per applicable laws. In this regard, decision of Personnel Officer will be binding and final.

15) The Driver/Cleaner should not smoke in the bus while carrying DPA/CISF persons. If such incident is noticed, a penalty of Rs. 20,000/- per incident/per shift will be levied. In this regard, decision of Personnel Officer will be binding and final.

16) If it is reported that any driver provided by the contractor is indulging in rash driving, on the written instructions of DPA, the Contractor will immediately replace the driver. If the contractor is failed to do so, any trip carried out by such driver will be considered as "non trip" and penalty of Rs. 10,000/- per trip will be levied. In this regard, decision of Personnel Officer will be binding and final.

17) If it is reported that any of the driver or cleaner is found to be misbehaving with the staff of DPA/CISF, on the written instructions of DPA, the contractors will immediate replace such driver and cleaner. If the contractor is failed to do so, any trip carried out by such driver and cleaner will be considered as "non trip" and penalty of Rs. 10,000/- per trip will be levied. In this regard, decision of Personnel Officer will be binding and final.

18) If it is noticed that functional fire extinguisher is not provided in the bus, a penalty of Rs. 10,000/- per shift/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.

19) If it is noticed that the first aid box is not provided in the bus or having expiry medicines or bandage, a penalty of Rs. 5000/- per shift/per bus will be levied. In this regard, decision of Personnel Officer will be binding and final.

20) If it is noticed that the contractor has changed the driver without prior written intimation to DPA, a penalty of Rs. 10,000/- per such incident will be

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imposed. In the regard, decision of Personnel Officer will be binding and final.

21) If it is noticed that the contractor has not provided round-the-clock CCTV surveillance in all 12 Nos. of buses and additional 2 nos. of buses if required, penalty @ Rs. 5,000/- will be levied per bus per month.

22) If it is noticed that the contractor has not submitted the details of changed driver and cleaner as per the condition of the tender, a penalty of Rs. 5,000.00 per such incident/per day and part thereof will be imposed till the same is not submitted by the contractor. In this regard, decision of Nodal Officer will be binding and final.

23) If there is delay in commencement of work and extension of the work is approved by the competent authority with levy of penalty, a penalty at the rate of Rs. 50,000.00 per day or part thereof will be levied till the work is commenced by the contract.

7) **Submission of document before commencement of work**

- Duly notarized copies of RC book of all 12 Nos. of the buses (8 Nos. of 32 seater and 4 Nos. of 51 seater) having ownership of all Buses in the name of the Contractor.
- A statement showing the details of driver and cleaner which should include passport size photograph, name, permanent address, date of birth, mobile no; Aadhaar card no., Reference no. and date of police verification.
- A statement showing the details of office and supervisory staff engaged by the contractor which should include passport size photograph, name, permanent address, date of birth, Aadhaar card no., Reference no. and date of police verification and mobile no.
- Copy of insurance cover obtained by the contractor.
- Copy of rent agreement or sale deed of the office established by the contractor in the Gandhidham Complex.
- Copy of receipt of all taxes and duties paid by the contractor for plying vehicles on the road.
- A list of 12 nos. of the buses (8 Nos. of 32 seater and 4 Nos. of 51 seater) - showing their make, model and name of the manufacturer of the vehicle, chassis number - provided by the contractor.

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- Copy of report of the committee of Deendayal Port Authority mentioning that 12 nos. of the buses (8 Nos. of 32 seater and 4 Nos. of 51 seater) are complying with the technical specification of the tender documents or mentioning the shortfall noticed. The report should be jointly signed by the contractor and committee members.
 - Notarized copy of police verification report and Aadhaar card of all drivers, cleaners and office and supervisory staff engaged by the contractor for the subject work.
 - Copy of the Bank pass book of driver, cleaner, office and supervisory staff engaged by the contractor for the subject work.
8. There is no maximum ceiling of amount in imposition of penalty.
9. In case of every change of driver and cleaner, the contractor is required to submit a statement showing the details of driver and cleaner which should include passport size photograph, name, permanent address, date of birth, mobile no; Aadhaar card no., Reference no. and date of police verification. Alongwith the statement notarized copy of police verification report, Aadhaar card, Bank pass book.
10. **SUBMISSION OF PURCHASE INVOICE**
- Before commencing the work, the contractor is required to submit the notarized copy of purchase invoices in respect of 12 nos. of Readymade buses (8 Nos. of 32 seater and 4 Nos. of 51 seater) purchased by the Contractor in his/her name for the work, failing which, no inspection of the Buses will be carried out and penalty of Rs. 10,000 per bus, will be imposed.
11. The bidders are required to sign and upload the scanned pre-contract integrity pact as per Section-7 alongwith the tender failing which their bid shall be liable for rejection. Original hard copy of pre-contract Integrity Pact Agreement shall be submitted by Post or hand immediately within seven days of last date of opening of bid. The "principal" means "Deendayal Port Authority" and "Counter party" means contractor".
- 11a. The Technical bid of only those bidders shall be opened who have been preliminary qualified. For preliminary qualification of bidders, the bidders are supposed to submit proof towards tender fee, EMD and Integrity pact duly signed.

Procedure for signing and submission of Integrity Pact:

1. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
2. The bidder shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential bidder shall

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upload the duly filled and signed IP Agreement on n-procure portal. The procedure mentioned above regarding signing IP Agreement by both the parties shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.

INDEPENDENT EXTERNAL MONITORS (IEMs) : Dr. S.K. Sarkar, IAS (Retd.) & Shri Saurabh Chandra, IAS (Retd.)

12. **PAYMENT TERMS:**

(i) The contractor shall submit the monthly bills and the payment for the certified bills shall be made within 15 days from the date of submission of bills. Statutory Levies, if any will be deducted from the bills i.e. Income Tax & GST will be deducted at source as per the provisions of Income Tax & GST Act, and also any other new Tax that may be imposed, as per the Government Directives/Guidelines/Instruction from time-to-time. Payment of GST will be made as per the actual and applicable rates. The Contractor shall also submit the Govt. Receipt showing payment of Passenger Tax; and the same will be reimbursed within 15 days from the date of submission of Govt. Receipt.

(ii) The contractor will submit copy of the bank statement of the drivers/cleaners and supervisors along with monthly bills showing entry for payment of monthly salary, previous to the claim bill must be invariably enclosed with each monthly bill to verify payment of wages as per the Central Govt. notified rates of wages.

13. **Escalation on account of Diesel Price only shall be applicable as under :**

No escalation is admissible on any account whatsoever during the first three months of the contract.

After three months of the contract increase or decrease in hire charges due to variation in fuel rates will be worked out and paid only when the variation to base rate is above 5%.

Such increase or decrease in the hire charges due to these variations shall be worked out from the base rate on the following formula.

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Variation due to increase or decrease in diesel price during the quarter = (Average revised rate per liter during the applicable quarter – Base rate per liter)

(a) Escalation = (Variation in Rs. In price of fuel per liter x Total actual Kms. Run in the quarter) / Average Kms. Per liter.

(b) De-escalation = (Variation in Rs. In price of fuel per liter x Total actual Kms. Run in the quarter)/Average Kms. Per liter.

(Note: The base rate of Diesel would be fuel price per liter. The average KMPL is considered as 5 KMs per one liter of diesel.)

If there is decrease in fuel price, the formula will indicate negative figure which means the deduction shall be done from the bill)

The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30th September and 31st December. The average of price variation during the applicable quarter will be considered for the purpose of fuel escalation.

For example, the base rate of diesel is Rs.40.00 as on 01.10.2023 and the contract period commences from 01.01.2024. Considering the scenario of change in the rate of diesel the average diesel rate increase is illustrated as under:

Year	Qtr.	Date from	Date to	Actual rate	Base rate	Increase/ Decrease	No. Of days	Amt.
2024	II	01.04.24	22.05.24	44.00	40.00	4	52	208
		23.05.24	16.06.24	42.10	40.00	2.1	25	52.50
		17.06.24	22.06.24	39.50	40.00	- 0.5	06	-3
		23.06.24	30.06.24	43.50	40.00	3.50	08	28
							91	285.5

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Average increase in the diesel rate during the IInd Quarter	Rs.3.14
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The escalation in diesel rate will be allowed on actual kilometres run during the quarter.

The change in hire charges, if any, shall be applicable from the Ist day of next quarter. Base Rate of fuel would be fuel price prevailing as on date of last date of submission of tender, including extension, if any.

14. **Carry forwarding of un-utilized minimum guaranteed kilometre.**

The 12 (twelve) Buses will ply and guaranteed kilometre in a month is 44,000 Kms (8 Nos. of 32 Seater buses) and 10,000 Kms (4 Nos. of 51 Seater buses) during the contract period from the date of commencement of work.

In case the combined kilometre of all buses is less than the guaranteed kilometre of 54,000 (i.e. 44,000 Kms of 8 Nos. of 32 Seater buses and 10,000 Kms of 4 Nos. of 51 Seater buses) in any particular month, the difference will be carried forwarded to next month. In next month, if there is additional kilometre over and above the guaranteed kilometre, such additional kilometre will be first adjusted against such carry forwarded kilometre.

If extra kilometre is more than such carry forwarded kilometre, the payment will only be made for the difference between extra kilometre and carry forwarded kilometre.

If such carried forwarded kilometres is not got exhausted in next month also, it will be further carried forwarded along with the savings, if any, in the kilometre in that particular month.

15. Unless otherwise stated in the Work Order/Contract, all prices shall be fixed for the duration of the order and shall not be subject to escalation except on account of increase or decrease in the cost of Diesel.

16. The successful bidder has to ensure that the drivers engaged by him/her in the all the buses possess atleast 6 months of experience either continuous or broken of running either staff buses/school bus.

**Seal & Signature
of the contractor**

Personnel Officer

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SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

NOS. OF FOMAT	NAME OF FORMS/FORMAT
1	Specimen of Application
2	Pre-qualification of bidders
3	Format of declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
Section VII	Integrity pact
5(a)	Format of Bank Guarantee towards EMD

Part – II

To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
6	Letter of intent
7	Form of Agreement
8	Specimen bank guarantee of Performance Guarantee/Security Deposit
9	Letter of authority from bank for all BGs
10	Schedule of distance of kilometer
11	Schedule of bus service

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Form -1

Tendering Forms

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To
The Personnel Officer,
Deendayal Port Authority,
Labour Welfare Section,
Ground Floor,
A.O. Building,
Gandhidham – 370 201,
Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (A) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (B) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No.)**
- (C) Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (D) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (E) No Joint Venture / Joint Venture.
- (F) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (G) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

- I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
- II. We also make a specific note of clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name:[insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on _____ day of _____, _____(insert date of signing)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

FORM – 2

DETAILS OF FINANCIAL STABILITY

- A. THE AVERAGE ANNUAL FINANCIAL TURN OVER OF THE APPLICANT IN THE LAST THREE YEARS ending 31st march of previous financial year should not be less **than Rs. 141.44 Lakhs** as certified by Chartered Accountant. (ATTACH COPIES OF AUDITED ACCOUNTS). **(Please refer to Section-I Clause No. 4.1)**

Sl. No.	Year	Turn Over
1.	2023-24	
2.	2022-23	
3.	2021-22	
Average		

SIGNATURE OF TENDERER

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form-3

FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

To. _____
(tender title)

Ref: _____

The undersigned, having studied the pre-qualification submission for the above mentioned tender, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.
- (g) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date: _____

Place: _____

Applicant: _____ Name of
Represented by
(Name & capacity) _____

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form-4

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

(To be executed on Rs.300/- non Judicial Stamp Paper)

The

Dear Sir,

We----- do hereby confirm that Shri (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in case of company)} for tender no. ----- for the work of _____ and his specimen signature is appended here to .

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form -5

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS
--

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

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

Note: however, 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,

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)
 Dated on _____ day of _____, _____(insert date of signing)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form -5(a)

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- non Judicial Stamp Paper]

(Bank's name and address of Issuing Branch or Office)

Beneficiary: _____ (Name and Address of Employer/Board) Date: _____

Tender Guarantee No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Work Title)

Ref:

The undersigned, having studied the pre-qualification submission for the above mentioned work, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document no. _____ is full and final for all legal/contractual obligations (delete if not required].

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form -6

LETTER OF INTENT

(On the letter head paper of the Deendayal Port)

Date: _____

To: _____
(Name & address of contractor)
Dear Sir,
Sub: Tender No.
Title of Tender

Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for supply of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Competent Authority/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ 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 letter of acceptance will follow.
Please acknowledge receipt.

Yours faithfully

Authorized signatory
Name and title of signatory
Deendayal Port Authority

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form-7

FORM OF AGREEMENT (FOR EXECUTION OF WORK)

This agreement made of this _____ day of _____ **Two Thousand Twenty Four** between the Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act, 2021, having its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and _____ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous of carrying out the work of _____

And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of _____ and / or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

- 1) Rs. _____ paid in Digital Mode towards earnest money to be treated as Security Deposit.
- 2) Balance amount of Rs. _____ to be recovered from the work bills.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:-

- A. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
- 3) The following documents shall be deemed to form and read as construed part of this agreement viz. :
 - i) Notice inviting tender.
 - ii) Technical specifications.
 - iii) Special conditions of contract.
 - iv) Tender submitted by the Contractor.
 - v) The Board's "Drawing", if any.
 - vi) The schedule items of work with quantities and rates.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

- vii) Any correspondence made between the Secretary/Personnel Officer and the Contractor after opening of the cover-I as regards to contain clarifications/details called for vice versa.
- viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
- ix) Bank Guarantee for security deposit.

A. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects , with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

- 1. Name & Address _____ Signature of Contractor
With Seal
- 2. Name & Address _____

Signed, sealed and delivered by Shri _____ on behalf of the Board in presence of

- 1. _____
- 2. _____ (Secretary)
Deendayal Port Authority

The common seal of the Board of Deendayal Port Authority affixed in the presence of:

- 1. _____ Secretary
- 2. _____ Deendayal Port Authority

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form -8

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(to be executed on Rs.300/- non-judicial Stamp Paper)

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

In consideration of the Board of "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 Deendayal Port Authority, its successors and assigns) having agreed to exempt _____ (herein after called the "Contractor")

(Name of Contractor/s)

From the demand under the terms and conditions of the contract, vide _____'s letter no. _____

(Name of department)

dated _____ made between the contractors 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.

1. 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 Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only)
2. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor's

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

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.

3. 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 be the request of the Board but at the cost of the Contractors, renew or extent this guarantee for such further period or periods as the Board may require from time to time.
4. We, (Name of Bank and Branch) further agrees 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 to extend the time of performance by the said contractors 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 forebear 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.
5. this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
6. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____).
 - (b) This Bank Guarantee shall be valid up to _____; and

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

- (c) 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 _____ 2024

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form-9

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
The Personnel Officer,
Deendayal Port Authority
General Administration Department,
Labour Welfare Section,
A.O. Building,
Gandhidham – 370201
Gujarat (State)

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favoring yourselves
issued _____ on _____ a/c _____ of

M/s. _____
(Name of contractor)

.....

Dear Sir,

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s. _____ validity for expiry upto date _____ and claim expiry date upto _____. We also confirm 1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form-10

STATEMENT SHOWING THE DISTANCE IN KILOMETERS AS PER THE SCHEDULE OF BUS SERVICE		
Bus No.	Route	Kilometers (per day)
Diesel Bus (32 Seater) for Staff of DPA		
1	Anjar – Old Kandla (Oil Jetty Area) – Anjar	356
2	Adipur – Kandla (Cargo Jetty Area) – Adipur	272
3	Mehndi Nagar – Kandla – Mehndi Nagar	254
4	Kidana – Kandla – Kidana	208
5	Bharat Nagar – Kandla – Bharat Nagar	226
6	Gopalpuri – Kandla – Gopalpuri	210
7	CHD Colony – Kandla – CHD Colony	176
8	Anjar – BVM Kandla / Flotilla Staff / Emergency Bus	185
Total Kilometers per day (32 Seater)		1887
Diesel Bus (51 Seater) for Staff of CISF		
9	CHD Colony – Kandla and in and around Kandla	155
10	CHD Colony – Kandla and in and around Kandla	155
11	CHD Colony – Kandla and in and around Kandla	95
12	CHD Colony – Kandla and in and around Kandla	95
Total Kilometers per day (51 Seater)		500
Grand Total		2387

Note : (1) Considering working days and holidays, the Kilometers are calculated, as under :-

Average Running Kilometers :

32 Seater Bus : 52,354 Kilometers per month
 51 Seater Bus : 15,500 Kilometers per month
 Total : 67,854 Kilometers per month

Guaranteed Kilometers :

32 Seater Bus : 44,000 Kilometers per month
 51 Seater Bus : 10,000 Kilometers per month
 Total : 54,000 Kilometers per month

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form-11

SCHEDULE OF BUS SERVICE

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

Bus No. 1 : Anjar – Old Kandla (Oil Jetty Area) – Anjar, via Galpadar

Trip No.	Route	Time	KMs	Remarks
1 (First Shift – Up)	Anjar – Old Kandla (Oil Jetty), via Galpadar	05:45	38	
2 (First Shift – Down)	Old Kandla (Oil Jetty) – Anjar, via Galpadar	07:10	38	
3 (Kandla Office Staff – Up)	Anjar – Kandla , via Mehndi Nagar, Rambagh Road, Gurukul Road, A.O. Building	08:40	33	(*)
4	Kandla to Anjar	-	31	Empty (*)
5 (Second Shift – Up)	Anjar – Old Kandla (Oil Jetty), via Galpadar	13:45	38	
6 (Second Shift – Down)	Old Kandla (Oil Jetty) – Anjar, via Galpadar	15:10	38	
7	Anjar to Kandla	-	31	Empty (*)
8 (Kandla Office Staff – Down)	Kandla – Anjar, via A.O. Building, Oslo Circle, Gurukul Road, Rambagh Road	18:05	33	(*)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

9 (Third Shift – Up)	Anjar – Old Kandla (Oil Jetty), via Galpadar	21:45	38	
10 (Third Shift – Down)	Old Kandla (Oil Jetty) – Anjar, via Galpadar	23:10	38	
	TOTAL		356	

(*) Trip Nos. 3, 4, 7 & 8 may not ply on Saturdays/Sundays/Holidays; and thus, running Kilometers may get reduced by 128 KMs per day for these days.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

Bus No. 2 : Adipur – Kandla (Cargo Jetty Area) – Adipur,

**via St. Xavier’s Road, DC-5, Rotary Circle, Sapna Nagar-IFFCO Corner,
Jagjivan Nagar, Sathwara**

Trip No.	Route	Time	KMs	Remarks
11 (First Shift – Up)	Adipur – Kandla (Cargo Jetty Area)	05:45	29	
12 (First Shift – Down)	Kandla (Cargo Jetty Area) – Adipur	07:10	29	
13 (Kandla Office Staff – Up)	Adipur – Kandla	08:40	26	(*)
14	Kandla to Adipur	-	23	Empty (*)
15 (Second Shift – Up)	Adipur – Kandla (Cargo Jetty Area)	13:45	29	
16 (Second Shift – Down)	Kandla (Cargo Jetty Area) – Adipur	15:10	29	
17	Adipur to Kandla	-	23	Empty (*)
18 (Kandla Office Staff –	Kandla – Adipur	18:05	26	(*)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Down(
19 (Third Shift – Up)	Adipur – Kandla (Cargo Jetty Area)	21:45	29	
20 (Third Shift – Down)	Kandla (Cargo Jetty Area) – Adipur	23:10	29	
	TOTAL		272	

(*) Trip Nos. 13, 14, 17 & 18 may not ply on Saturdays/Sundays/Holidays; and thus, running Kilometers may get reduced by 98 KMs per day for these days.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

Bus No. 3 : Mehndi Nagar – Kandla – Mehndi Nagar,

via Adipur Railway Station, Gurukul Road, A.O. Building

Trip No.	Route	Time	KMs	Remarks
21 (First Shift – Up)	Mehndi Nagar – Kandla, via Adipur	05:45	26	
22 (First Shift – Down)	Kandla – Mehndi Nagar, via Adipur	07:10	26	
23 (Kandla Office Staff – Up)	Mehndi Nagar – Kandla, via Adipur	08:40	26	(*)
24	Kandla to Mehndi Nagar	-	23	Empty (*)
25 (Second Shift – Up)	Mehndi Nagar – Kandla, via Adipur	13:45	26	
26 (Second Shift – Down)	Kandla – Mehndi Nagar, via Adipur	15:10	26	
27	Mehndi Nagar to Kandla	-	23	Empty (*)
28 (Kandla Office Staff – Down)	Kandla – Mehndi Nagar, via Adipur	18:05	26	(*)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

29 (Third Shift – Up)	Mehndi Nagar – Kandla, via Adipur	21:45	26	
30 (Third Shift – Down)	Kandla – Mehndi Nagar, via Adipur	23:10	26	
	TOTAL		254	

(*) Trip Nos. 23, 24, 27 & 28 may not ply on Saturdays/Sundays/Holidays; and thus, running Kilometers may get reduced by 98 KMs per day for these days.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

Bus No. 4 : Kidana – Kandla – Kidana,

via Sapna Nagar, Sector-7, Rotary Nagar, Ganeshnagar (backside)

Trip No.	Route	Time	KMs	Remarks
31 (First Shift – Up)	Kidana – Kandla, via Sapna Nagar,	05:45	21	
32 (First Shift – Down)	Kandla – Kidana, via Sapna Nagar	07:10	21	
33	Kidana to Anjar	-	14	Empty (*)
34 (Gandhidham Office Staff – Up)	Anjar – A.O. Building, via Adipur	08:40	21	(*)
35	A.O. Building to Kidana	-	6	Empty (*)
36 (Second Shift – Up)	Kidana – Kandla, via Sapna Nagar,	13:45	21	
37 (Second Shift – Down)	Kandla – Kidana, via Sapna Nagar	15:10	21	
38	Kidana to A.O. Building	-	6	Empty (*)
39 (Gandhidham Office Staff – Down)	A.O. Building – Anjar, via Adipur	18:05	21	(*)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

40	Anjar to Kidana	-	14	Empty (*)
41 (Third Shift – Up)	Kidana – Kandla, via Sapna Nagar	21:45	21	
42 (Third Shift – Down)	Kandla – Kidana, via Sapna Nagar	23:10	21	
	TOTAL		208	

(*) Trip Nos. 33, 34, 35, 38, 39 & 40 may not ply on Saturdays/Sundays/Holidays; and thus, running Kilometers may get reduced by 82 KMs per day for these days.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

**Bus No. 5 : Bharat Nagar – Kandla – Bharat Nagar,
via Gopalpuri, Lilashah Circle, Oslo Circle, A.O. Building**

Trip No.	Route	Time	KMs	Remarks
43 (First Shift – Up)	Bharat Nagar – Kandla, via Gopalpuri,	05:45	23	
44 (First Shift – Down)	Kandla – Bharat Nagar, via Gopalpuri	07:10	23	
45 (Kandla Office Staff – Up)	Bharat Nagar – Kandla, via Gopalpuri	08:40	23	(*)
46	Kandla to Bharat Nagar	-	21	Empty (*)
47 (Second Shift – Up)	Bharat Nagar – Kandla, via Gopalpuri	13:45	23	
48 (Second Shift – Down)	Kandla – Bharat Nagar, via Gopalpuri	15:10	23	
49	Bharat Nagar to Kandla	-	21	Empty (*)
50 (Kandla Office Staff – Down)	Kandla – Bharat Nagar, via Gopalpuri	18:05	23	(*)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

51 (Third Shift – Up)	Bharat Nagar – Kandla, via Gopalpuri,	21:45	23	
52 (Third Shift – Down)	Kandla – Bharat Nagar, via Gopalpuri	23:10	23	
	TOTAL		226	

(*) Trip Nos. 45, 46, 49 & 50 may not ply on Saturdays/Sundays/Holidays; and thus, running Kilometers may get reduced by 88 KMs per day for these days.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

**Bus No. 6 : Gopalpuri – Kandla – Gopalpuri,
via Old Police Station Road, Chroma Shopping Mall, A.O. Building**

Trip No.	Route	Time	KMs	Remarks
53 (First Shift – Up)	Gopalpuri – Kandla	05:45	21	
54 (First Shift – Down)	Kandla – Gopalpuri	07:10	21	
55 (Kandla Office Staff – Up)	Gopalpuri – Kandla	08:40	21	(*)
56	Kandla to Gopalpuri	-	21	Empty (*)
57 (Second Shift – Up)	Gopalpuri – Kandla	13:45	21	
58 (Second Shift – Down)	Kandla – Gopalpuri	15:10	21	
59	Gopalpuri to Kandla	-	21	Empty (*)
60 (Kandla Office Staff – Down)	Kandla – Gopalpuri,	18:05	21	(*)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

61 (Third Shift – Up)	Gopalpuri – Kandla,	21:45	21	
62 (Third Shift – Down)	Kandla – Gopalpuri,	23:10	21	
	TOTAL		210	

(*) Trip Nos. 55, 56, 59 & 60 may not ply on Saturdays/Sundays/Holidays; and thus, running Kilometers may get reduced by 84 KMs per day for these days.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

Bus No. 7 : CHD Colony – Kandla – CHD Colony,

via Gopalpuri, Lilashah Circle, Oslo Circle, A.O. Building

Trip No.	Route	Time	KMs	Remarks
63 (First Shift – Up)	CHD Colony – Kandla, via Gopalpuri,	05:45	22	
64 (First Shift – Down)	Kandla – CHD Colony, via Gopalpuri	07:10	22	
65	CHD Colony to Adipur	-	6	Empty (*)
66 (Gandhidham Office Staff – Up)	Adipur – A.O. Building	08:40	12	(*)
67	A.O. Building to CHD Colony	-	4	Empty (*)
68 (Second Shift – Up)	CHD Colony – Kandla, via Gopalpuri	13:45	22	
69 (Second Shift – Down)	Kandla – CHD Colony, via Gopalpuri	15:10	22	
70	CHD Colony to A.O. Building	-	4	Empty (*)
71 (Gandhidham Office Staff – Down)	A.O. Building – Adipur,	18:05	12	(*)

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

72	Adipur to CHD Colony	-	6	Empty (*)
73 (Third Shift – Up)	CHD Colony – Kandla, via Gopalpuri	21:45	22	
74 (Third Shift – Down)	Kandla – CHD Colony, via Gopalpuri	23:10	22	
	TOTAL		176	

(*) Trip Nos. 65, 66, 67, 70, 71 & 72 may not ply on Saturdays/Sundays/Holidays; and thus, running Kilometers may get reduced by 44 KMs per day for these days.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (32 Seater) for Staff of Deendayal Port Authority

Bus No. 8 : Anjar – BVM Kandla (via Adipur – Gopalpuri – Ganeshnagar Mundra Circle, DC-5, Oslo Circle)

Flotilla Staff / Emergency Bus

Trip No.	Route	Time	KMs	Remarks
75 (School Staff– Up)	Anjar – BVM, Kandla, via Adipur – Gopalpuri – Ganeshnagar	06:15	38	(**)
76 (School Staff– Down)	BVM, Kandla – Anjar, via Ganeshnagar, Gopalpuri, Adipur	12:45	38	(**)
77	Anjar to Kandla (for Flotilla Staff)	As required	33	Empty (**)
78 (Flotilla Staff – Up & Down)	Kandla – Anjar – Kandla & emergency use	19:00 to 05:00	76	(***)
	TOTAL		185	

()** Trip Nos. 75, 76 & 77 may not ply on Sundays/Holidays; and thus, running Kilometers may get reduced by 109 KMs per day for these days.

(*)** Trip No. 78 does not have any fixed route; and the Trip(s) may run for movement of Flotilla Staff from Kandla to Anjar/Adipur/Gopalpuri and back, on different routes, as may be required by Marine Deptt., depending upon completion of shipping movements.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Route of Diesel Bus (51 Seater) for CISF, DPA Unit, Kandla

Bus No.	Route	Time	KMs	Remarks
9	CHD Colony – Kandla – CHD Colony via different duty points at Kandla (Cargo Jetty Area and Oil Jetty Area)	24 hours	155	(****)
10	CHD Colony – Kandla – CHD Colony via different duty points at Kandla (Cargo Jetty Area and Oil Jetty Area)	24 hours	155	(****)
11	CHD Colony – Kandla – CHD Colony via KV IFFCO, DAV, KV Railways, KV Gopalpuri including General Shift Staff	24 hours	95	(****)
12	CHD Colony – Kandla – CHD Colony via KV IFFCO, DAV, KV Railways, KV Gopalpuri including General Shift Staff	24 hours	95	(****)
	Total		500	

(**)** Bus Nos. 9 to 12 will be at the disposal of CISF, DPA Unit, Kandla for performing Trips on different routes for their Staff as well as School children and for various other misc. works, subject running of all Buses not exceeding 500 KMs per day.

Note : The 8 Nos. of 32 Seater Buses are intended to be used for transportation of staff of DPA, whereas, 4 Nos. of 51 Seater Buses are intended to be used for transportation of staff of CISF personnel/school children; however, the Deendayal Port Authority may interchange the Buses for transportation of staff of DPA and CISF personnel/school children, as and when required, and also deploy these Buses for any other purpose, during the contract period.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Form-11

SHIFTWISE MOVEMENT OF STAFF BUSES.

(A) 1st SHIFT (07:00 TO 15:00 HRS)

1	ANJAR –OLD KANDAL(OIL JETTY)
2	ADIPUR –KANDAL (CARGO JETTY)
3	MEHNDINAGAR-KANDLA (VIA ADIPUR RAILWAY STATION)
4	KIDANA -KANDLA
5	BHARTNAGAR–KANDLA
6	GOPALPURI –KANDLA
7	CHD COLONY-KANDLA
8	ANJAR –BVM KANDAL-(VAIA ADIPUR)

(B) OFFICE STAFF SHIFT (10:00 TO 18:00 HRS –KANDLA AND 10:00 TO 18:00 HRS – A.O. BUILDING)

1	ANJAR – KANDAL
2	ADIPUR –KANDAL
3	MEHNDINAGAR-KANDLA(VIA ADIPUR RAILWAY STATION)
4	ANJAR-AO.BULDING (FOR GANDHIDHAM OFFICE STAFF)
5	BHARTNAGAR–KANDLA
6	GOPALPURI –KANDLA
7	ADIPUR-AO.BULDING (FOR GANDHIDHAM OFFICE STAFF)

THE RETURN JOURNEY AT 18:05 HRS FROM KANDLA AND 18:05 HRS FROM A.O. BUILDING.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

(C) 2nd SHIFT (15:00 TO 23:00 HRS)

1	ANJAR –OLD KANDAL(OIL JETTY)
2	ADIPUR –KANDAL (CARGO JETTY)
3	MEHNDINAGAR-KANDLA((VIA ADIPUR RAILWAY STATION)
4	KIDANA -KANDLA
5	BHARTNAGAR–KANDLA
6	GOPALPURI –KANDLA
7	CHD COLONY-KANDLA

THE RETURN JOURNEY AT 23:00 HRS FROM OLD KANDLA/KANDLA.

(D) 3rd SHIFT (23:00 TO 07:00 HRS)

1	ANJAR –OLD KANDAL(OIL JETTY)
2	ADIPUR –KANDAL (CARGO JETTY)
3	MEHNDINAGAR-KANDLA((VIA ADIPUR RAILWAY STATION)
4	KIDANA -KANDLA
5	BHARTNAGAR–KANDLA
6	GOPALPURI –KANDLA
7	CHD COLONY-KANDLA

THE RETURN JOURNEY AT 07:00 HRS FROM OLD KANDLA/KANDLA.

E	FLOTILLA DUTY - 19:00 hrs. to 07:00 hrs.
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Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

F	SHIFTWISE MOVEMENT OF C I S F BUS MOVEMENT	
1	CHD Colony – Kandla – CHD Colony via different duty points at Kandla (Cargo Jetty Area and Oil Jetty Area)	24 hours
2	CHD Colony – Kandla – CHD Colony via different duty points at Kandla (Cargo Jetty Area and Oil Jetty Area)	24 hours
3	CHD Colony – Kandla – CHD Colony via KV IFFCO, DAV, KV Railways, KV Gopalpuri including General Shift Staff	24 hours
4	CHD Colony – Kandla – CHD Colony via KV IFFCO, DAV, KV Railways, KV Gopalpuri including General Shift Staff	24 hours

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SECTION- V

SCOPE OF WORK AND SPECIFICATION OF BUS

1. The contractor shall provide 12 (twelve) nos. (8 Nos. of 32 seater and 4 Nos. of 51 seater) of Readymade, Non-air-conditioned Diesel Buses Model-2024, manufactured by Renowned Bus Manufacturing Companies like Tata Motors, Eicher Truck & Buses, Ashok Leyland and Bharat Benz, etc. having wheelbase not less than 4300 MM (32 seater) and 4900 MM (51 seater), for transportation of DPA Employees, CISF Personnel and their children from various places of Gandhidham/Adipur and Anjar to Old Kandla/New Kandla and any outstation/interstate trips and other places as directed by the Deendayal Port Authority.
2. The buses are required to be operated on all 365 days or 366 days in a year, in all Shifts including General Shift, as per Scheduled Time Table, as mentioned in Form-11. The Schedule Time Table may be changed from time to time, which will be binding on the contractor. Further, in addition to the Buses for all Shifts, the Buses should also be made available for use by the Deendayal Port Authority, at any time, with Drivers and Cleaners, as may be required and payment will be released at the same rates for such extra kilometer.
3. **SPECIFICATION OF BUSES:**
 - a) The specification and body of the buses should be strictly as detailed in condition No. 8 of Section - V.
 - b) The bus should be Readymade, Non-air-conditioned Diesel Buses, Model-2024, manufactured by Renowned Bus Manufacturing Companies like Tata Motors, Eicher Truck & Buses, Ashok Leyland and Bharat Benz, etc., having wheelbase not less than 4300 MM (32 seater) and 4900 MM (51 seater).
 - (c) **The CCTV surveillance system should be fixed in all the 12 Nos. of Buses i.e. 8 Nos. of 32 seater and 4 Nos. of 51 seater.**

Specification of CCTV at Bus should not be inferior to the following: -

1.
 - i. HD camera with night vision (inside the Bus)
 - ii. SIM pre-installed, Battery 3000mAH
 - iii. Support Micro SD card up to 16 GB
 - iv. 4G connection
 - v. QR code for easy to add camera in the application
 - vi. Monitoring: Mobile

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

- vii. With power supply 12/24v DC, supply of power cable
- 2. One year subscription for web based access, including SIM recharges, record, store and manage personal, access management.
- 3. Installation and configuration of 4G SIM based camera and mobile.
- 4. Access to CCTV footages will be provided whenever required to the Personnel Officer/ Dy. Personnel Officer or his representative and the contractor shall be binding to provide the same.
- 5. Footages to be kept for last 30 days.

4. **COMPLIANCE OF STATUTORY PROVISIONS:**

Compliance of various provisions of laws and rules framed hereunder in respect of the buses and personnel employed by Contractor will be the sole responsibility of the contractor. In case Deendayal Port Authority has to suffer any loss, damage, cost etc., it shall be on the account of contractor. The Contractor is required to adhere to the following terms & conditions and also keep the title clear for entering into the contract.

- A) The Registration Books of vehicles owned to be kept for utilization under contract.
- B) The Valid License from Licensing Authority (RTO) for playing the Commercial Vehicles.
- C) Route permits will be obtained to cover all the places as per routes of operation to be provided to contractor, from time-to-time.
- D) The Drivers engaged by the contractor for running the bus must possess valid Heavy Vehicle Driving Licenses during the Contract Period.
- E) Comprehensive Insurance of the Vehicle.
- F) Insurance Policy should cover passenger's unlimited personal injury.
- G) Deposit of necessary Passenger Tax to the Statutory Authority.

5. **OTHER CONDITIONS:**

A) The receipt of statutory payments made for passenger tax etc. shall have to be shown to Deendayal Port Authority Officials on demand. In case of any deviation, the currency of the contract shall be liable for cancellation with immediate effect and loss if any for hiring other agency or buses shall be recovered from the contractor's Security Deposit or Bills.

B) Efficient Drivers possessing required valid Heavy Vehicle Driving License and Cleaner shall be provided by the contractor at their own cost. The contractor shall provide proper uniform to them, as approved by the Deendayal Port Authority at their own cost. The monthly salary / wages of the Drivers, cleaners and supervisory staff engaged for the

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

purpose will be deposited in the Nationalized/Scheduled Bank (except Cooperative Bank) having branch at Gandhidham-Kutch on or before 7th day of every month and should submit salary/ wages and PF details on or before 15th day of every month to Personnel Officer, Deendayal Port Authority .

C) The Buses shall be kept in good running conditions with elegant painting, seats, curtains and meticulous cleanliness.

F) The Buses shall be painted with emblem of Deendayal Port Authority in the front, rear and both sides. The size and pattern of emblem shall be provided by Deendayal Port Authority while entering into the contract and the contractor shall have the emblem painted immediately.

G) All rules and regulations of Deendayal Port Authority with regard to movement of vehicles will have to be observed and the buses are to be plied as per the instructions of Deendayal Port Authority.

H) The distance of different route on which the buses are to be operated is annexed at Form 11 and the contractor will raise their bills for the total Kms run by the vehicles based on the Number of Trips for different route. Other than the specified route, the actual kms. run for the same will be taken into account and billed accordingly. The run made for filling Diesel/Maintenance or for whatsoever reasons other than the Authorized Trips will not be counted towards any hire charges. DPA reserves the right to effect changes in the routes and/ or timings and/ or shifts of buses, as and when required and same shall be binding on the contractor.

I) The contractor shall also make arrangement of Bus parking at his own cost and he shall be responsible to engage sufficient supervisory staff/representatives, who is available on round the clock for attending any complaint/works.

J) The contractor shall recruit their own staff for the running of the bus at their own risk and cost. Contractor shall be fully responsible for fulfilling of the statutory requirements under different Labour Acts. In respect of staff, if due to any reasons whatsoever, Deendayal Port Authority is made liable to pay any amount on account of contractor's liabilities under any of the law, such amount shall be recoverable from the contractor's dues. Deendayal Port Authority shall be free to release such amount from the Statutory Deposit of the contractor or from his running bills due for payment.

K) Any loss or damage due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor.

L) In case, the bus is under breakdown or servicing/repairs or not available, the contractor shall provide substitute bus immediately. In case no substitute bus is provided within the minimum time period required for replacement which is half an hour of departure time, Deendayal Port Authority shall be free to arrange bus from another agency at the risk and cost of the contractor and the payment to outside agency will be adjusted from the payment due to

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

contractor. In addition to above, the km of respective route(s)/ trip(s) on both the sides per shift/per bus as applicable will be deducted from the guaranteed per month kilometre of 54000 i.e. 44000 (32 seater) and 10000 (51 seater).

M) Efficient Drivers possessing valid and appropriate Heavy Vehicle Driving License and cleaner shall be provided by the contractor at their own cost. The contractor shall provide proper uniform to them, as approved by the Deendayal Port Authority at their own cost. The monthly salary / wages of the Drivers, cleaners and supervisory staff engaged for the purpose will be deposited in the Nationalized/Scheduled Bank having Branch at Gandhidham-Kutch on or before 7th day of every month under intimation to Personnel Officer, Deendayal Port Authority and should submit salary/ wages and PF details on or before 15th day of every month to Personnel Officer, Deendayal Port Authority. A copy of first page of pass book containing the details of the account holder and copy of relevant page of pass containing details of credit of the salary of the specific month need to be attached with every running account bill. Payment to Contractor will only be released after documentary evidences are submitted by the Contractor with regard to payment of salary to Driver and Cleaner.

N) The contractor shall ensure that the proper staff is employed by them for execution of contractor. In case of misconduct and misbehaviors of Drivers/Cleaners and Supervisory Staff reported by the employees/worker of the Deendayal Port Authority, the contractor will be required to remove such staff from the contracted vehicle being supplied with immediate effect. The contractor shall furnish permanent and present address of Drivers and Cleaner with Two Passport size Photographs and personal data and also the details with regard to family and also educational qualifications, previous experience, validity of driving license, Mobile or Landline No., Eye's testing report etc. and also deposit copies of driving license etc., with the owner. Contractor will not remove any Driver or any staff on bus without prior approval of the Personnel Officer. The posting of Drivers and Cleaners in buses will be required to be done under instruction to Deendayal Port Authority.

O) The contractor shall have local office in Gandhidham Complex provided with Telephone Nos. and Mobiles and Contractor's representative should be locally available. He shall supervise smooth functioning and any complaint/communication will be passed on to him either personally or telephonically. In this regard, the contractor is required to submit notarized copy of rent agreement or sale deed.

P) Any loss or damage due to any accident or any other reasons, if any, legal dues or penalty on any account shall be borne by the contractor.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Q) The contractor shall be liable to pay any increase in Government Taxes or Levies/ Insurance Premium, etc., after opening of Tender, except in case of Passenger Tax.

R) The contractor shall provide mobile to all drivers of the buses.

S) The contractor can change the driver with prior written intimation to DPA.

6. SAFETY PROVISIONS :

The following shall be strictly provided in each and every bus.

i) Fire Extinguishers.

ii) First Aid Boxes.

iii) Speed Limit of 60 KM Per Hour.

iv) Electric Calling Bells for Stopping the Buses.

v) CCTV cameras

vi) The Emergency Exit Door/Window shall be provided in suitable numbers for safe exist of the passenger in case of emergency and to be maintained all time in working condition.

vii) Any other mandatory safety requirement, to be incorporated in the buses for the safety of passengers.

7. ADVERTISING & PUBLICITY:

No advertising, publicity matter or other literature is allowed by the Contractor for his own publicity / branding. The Contractor shall write at suitable places on the body of the bus 'On hire to Deendayal Port Authority'. However, the Deendayal Port Authority, will also use the buses suitably for displaying slogans, signage, banners etc., for its branding.

8. SPECIFICATION FOR READYMADE BUSES

1) **DESTINATION INDICATORS:**

Fixed type destination boards shall be provided at the front and rear duly illuminated.

2) **MUSIC SYSTEM**

The music system with roof mounted speaker (minimum 4 nos. of speakers for 32 seater buses and 6 Nos. of speakers for 51 seater buses) in all buses is required to be fitted.

3) CCTV surveillance - HD camera with night vision (inside the Bus)

9. INSPECTION OF THE BUS BEFORE DELIVERY OF THE BUSES

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

The Committee, comprising of the Personnel Officer, Supdt./Executive Engineer (Mech.) and Supdt./Executive Engineer (Elect.), shall inspect all the Buses so as to confirm that the Buses to be delivered comply with the specifications and conditions mentioned in the tender

- Before commencement of the work, all 12 nos. (8 Nos. of 32 seater and 4 Nos. of 51 seater) of buses will be brought at A.O. Building premises of DPA at Gandhidham.
- In case of any shortfall pointed out by the Committee, the same is required to be rectified by the Contractor within 15 days from the date of commencement of work. If, the contractor fails to rectify the same, penalty at the rate of Rs. 20,000/- per bus/per day will be levied till it gets rectified. The acceptance of rectification work will be checked and confirmed by the committee upon intimation by the Contractor.

**Seal & Signature
of the contractor**

Personnel Officer

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SECTION VI

Schedule – B

Sr. No	Description	Rate per kilometer (Rs. In figures)
1	Rates for Hiring of Brand New 8 Nos. of 32 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years extendable for a period of 01 year on the same rates, terms & conditions as per the contract conditions.	_____/Paise _____.
2	Rates for Hiring of Brand New 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, along with Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years extendable for a period of 01 year on the same rates, terms & conditions as per the contract conditions.	_____/Paise _____.
TOTAL		
<p>NOTE: The prices shall be quoted inclusive of all Taxes (excluding GST, fuel escalation and passenger tax), Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. The rate will remain firm till completion of work. The passenger tax will be reimbursed by Deendayal Port Authority on actual basis on production of government receipts. Reimbursement of GST will be made as per the applicable rates to the bidder and fuel escalation as per Special Condition No. 13 of Section-III.</p> <p>The rate of wages payable to the Driver, Cleaners, Supervisory and other staff shall not be inferior to the rates of wages notified by the appropriate Govt., from time to time, and applicable in the region; and the Contractor shall also be responsible for other statutory deductions and compliance of various applicable laws.</p>		

**Seal & Signature
of the contractor**

Personnel Officer

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SECTION - VII

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

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

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. her 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.

c. 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,

d. 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)

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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 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

- 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.

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(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) uivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(4) 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.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

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) 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.

(4) 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.

(5) Unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(6) 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 recuses himself / herself from that case

(7) 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 / Contractor. The parties offer to the Monitor the option to participate in such meetings.

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(8) 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.

(9) 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,

(10) 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.

(11) 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.

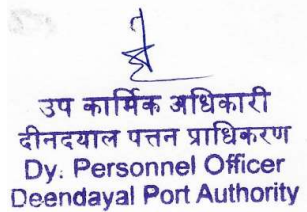
Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

- (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 Bidder/Contractor)

(Office Seal)



Signature of Witness:

(Name & Address)

Shri Arvind B Pradhan
Dy. Personnel Officer
Deendayal Port Authority

Place : Gandhidham

Date : ____/____/20____

"Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr S K Sarkar, IAS (Retd.),

B-104, Nayantara Aptt., Plot 8 B, sec 07/ Dwarka, New Delhi - 110 075. Mobile No. 98111 49324 email: sksarkar1979@gmail.com Shri Saurabh Chandra, IAS (Retd.) A-9, Sector -30/

Noida (UP) 201301. Mobile No. 9871322133 email: saurabh7678@yahoo.co.in"

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

Bid Securing 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 employer/purchaser during the period of bid validity (i) fail or refuse 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 and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(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).

Name of work : **“Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years”**

Pre-bid Clarifications

Sr. No.	Page No. of tender	Clause of tender	Query of Bidder	Clarification of DPA
1	42	12 Payment Terms of Section-III	a) Confirm whether the GST amount paid on the monthly bill will be reimbursed to the successful bidder by DPA.	Payment of GST will be reimbursed on monthly bill by DPA at the rates, as applicable under the GST Act; however, the payment of GST for the bill of diesel variation will be reimbursed on quarterly bill by DPA at the rates, as applicable under the GST Act.
	13	6 Joint Venture Section-I	b) Consortium Formation – Is the formation of a consortium permitted for the purpose of participating for this tender? If so, could you please clarify the permissible structure, including the shareholding distribution between the partners and the lead partner?	No
	10 to 12	4 – Eligible Criteria Section-I	c) Eligibility based on takeover – If the bidder submits the tender application through a private limited company, which has taken over a firm. Can you confirm if the financial and technical credentials of the firm will be considered as part of the eligibility criteria for the new private limited company formed on which bidder seek to participate?	No
	38 & 40	6 (2) Penalty Section-III & 7	d) Office Rent Agreement in Gandhidham – The tender requires the successful bidder to submit a copy of a rent agreement for an office space in the Gandhidham complex. Could you please confirm whether this refers to any local within Gandhidham city or specifically to the Gandhidham Complex Market? And in case no location is available in	The clause refers to the office space within the jurisdiction of Gandhidham Municipality area; and in the event of non-compliance of the condition, the tender prescribes for penal provision, which holds good.

			Gandhidham complex market then what happens?	
2	3 to 5 and 11 & 12	Qualifying Criteria	a) Does Bidder has to own the Vehicle till last day of the month previous to one, in which tenders are invited?	Condition of the tender holds good.
			b) If the Bidder has owned the Vehicle till March'23 (Example), will he qualify for this tender?	Condition of the tender holds good.
			c) Participant bidder has to Qualify in both Criteria (i.e. Criteria 1 and 2 or either of two criteria	The Tenderers can seek qualification under either of Category-I or Category-II.
	8	NIT	d) Shall we submit Original/Self attested Documents in place of notarization?	Condition of the tender holds good.
	23	Clause-33 – Section-I Performance Security	e) To Reduce the Performance Bank Guarantee to 5% or Waive off the 5% Retention Money	Condition of tender holds good.
	37 to 40	Clause-6 – (1) to (23) – Section-III Penalty	f) To review and reduce the Penalty amount. The Penalty amount is very high and is not as per industry standard.	Tender condition holds good.
	40	6 (21) of Section-III	g) Do Bidders have to provide 2 Nos. of Back up Vehicle	No backup vehicles are required to be provided. However, additional buses, if required, will have to be provided, as per Page No. 29 at Clause 12.2 of Section II of the tender.
	40	Section-III Clause 6 (23)	h) How many days, DPA is giving for deployment of buses? Please reduce the Penalty amount to Rs. 2000 per day. Only if the Bidder is intentionally delaying. If there is a delay due to OEM then no Penalty should be imposed.	The Contractor has to commence the work within 50 days after issuance of the work order, as per Clause 3 of Section III at Page No. 37. Rest of the conditions of the tender holds good.
41	Section-III 10 Submission of Purchase Invoice	i) Please don't impose any Penalty, because, the buses will be purchased from OEM, as per the specification given by DPA	Condition of the tender holds good.	
3	3 to 5	Qualifying Criteria – NIT	a) To relax and reduce the experience criteria of similar work completed	Condition of the tender holds good.
			b) To relax and reduce the criteria relating to ownership of buses	Condition of the tender holds good.
	23	Clause 33 of Section I	c) To relax and reduce the Performance Security.	Condition of the tender holds good.

4	23	33 Section-I	a) Difficult to fulfil and qualifying Technical Bid of the Tender.	Condition of the tender holds good.
			b) 5% Bank Guarantee of entire contract value seems very high and requested to revise as monthly contract price and renewal it after every month.	Condition of the tender holds good.
	23	33 Section-I	c) Party has buses but their work is in working condition at present so they cannot able to provide completion certificate.	The tender prescribes that 'Ongoing works for more than 4 years will be considered, subject to submission of satisfactory work certificate from the Employer"; and hence, the condition of the tender holds good.
			d) To reduce the conditions of work completed and owning of buses.	Condition of the tender holds good.
	23	33 (2) Section-I	e) The Performance Security may be allowed @ 5% of Annual Contract Value instead of total contract value, as the experience considered on annual contract value.	Condition of the tender holds good.
5	23	33 (2) Section-I	a) To allow @ 5% of annual contract value instead of total contract value, as the experience considered on annual contract value, they will provide 10 brand new buses and if they will not provide, DPA can forfeit their deposited amount.	Condition of the tender holds good.
	4	Qualifying Criteria	b) To reduce the conditions of work completed and owning of buses, which enable them and other to participate.	Condition of the tender holds good.
6	42	12 Payment Terms of Section-III	To clarify whether GST will be paid @ 12% over and above the quoted Rates.	Payment of GST will be reimbursed by DPA at the rates, as applicable under the GST Act, over and above the quoted Rates.
7	4,11&12	Eligibility Criteria Category-II, points 2 & 3	a) To clarify as to whether bidder should be having current ownership of 10 Nos. of Buses.	Condition of the tender holds good.
	5	Exemption of Tender Fee & EMD under MSEs	b) On tender.nprocure.com, while submission of bids, that (tick mark) option for Exemption from EMD (Bid Security) is possible as there is provision for the same, whereas the same is missing on Tender Fee (Bid Processing Fee) submission page.	The prospective bidders may take up the matter with the (n) procure, whose details have been given in the tender documents.

	23	33 (1) Performance Security	c) Performance Guarantee shall be 10% of the contract price. Please review the same especially in light of other current vehicle hiring contracts.	Condition of the tender holds good.
	30	12.2 Variations in Quantities of Schedule-B	d) Additional buses (if required) should also be of model not older than 2024, so as to have parity with the other 12 buses.	Condition of the tender holds good.
	44	14 (para 3 & 4) Carry Forwarding of un-utilized min. guaranteed Kms	e) A capping of carried forwarded Kms in terms of months is required, as it is not expressly stated till when unexhausted kms should be carried forward.	Condition of the tender holds good.
8	4	Category II Point 2	a) The bidder should have paid Passenger Tax for a 10 Nos. owned buses (not less than 32 seater) for a period of 12 months - Please confirm that the tax receipt of the sold out buses shall be considered or not.	Condition of the tender holds good.
	30	Clause 12.0 Variations: Point 12.2 Variation in Quantities of Schedule – B	b) For reduction clause, please provide the minimum lock-in period as the buses are new and financed. For an increase clause as we have quoted the rate based on the current price, further the price at that time may increase or decrease depending upon the market situation, which is not possible for running the bus at the same rate terms and conditions.	After commencement of work, no Buses will be reduced for a period of initial two years. Further, the DPA may issue a notice of not less than 60 days to reduce the Bus(s). For increase, the Contractor shall have to deploy the bus(s), as per tender conditions, within a period of 60 days of the intimation from the DPA. The payment at the base rate per kilometer, quoted by the successful Contractor, as per Schedule B of Section VI, together with variation to the base rate, as applicable, as per Clause 13 of Section-III at Page 42, as well as GST, as applicable, will be made. Further, the Passenger Tax, as applicable, will also be reimbursed.
	44	Clause No. 14 Carry forwarding of un-utilized minimum guaranteed kilometre	c) Please confirm the duration for the same, i.e. Quarterly, Half yearly or Yearly.	Condition of the tender holds good.
	87	Section VI Schedule B	d) Provision for quoting GST % is not mentioned, and also please confirm that the evaluation of L1 status will	The bids will be evaluated based on the rate per kilometer, excluding GST, as per Schedule B of Section VI.

			be including GST or excluding GST.	<p>Further, for the purpose of determining the L1 status, grand total of the following elements will be taken into consideration :-</p> <p>“Total Kilometers per day for 32 seater buses shown as 1887, as mentioned at Form-10 of Page No. 61, will be multiplied by Rate per kilometer (Rs. In figures), as may be quoted in Sr. No. 1 of Schedule-B.</p> <p>Plus</p> <p>Total Kilometers per day for 51 seater buses shown as 500, as mentioned at Form-10 of Page No. 61, will be multiplied by Rate per kilometer (Rs. In figures), as may be quoted in Sr. No. 2 of Schedule-B.”</p> <p>Accordingly, the Schedule-B, incorporating therein the relevant columns, is modified and uploaded.</p> <p>However, the payment of monthly bills will be made at the respective rates quoted per Kilometer, as per Clause 12 of Section III.</p>
	37	Clause 3 Section III	e) Please confirm the mobilisation period for deployment of New Buses.	The Contractor has to commence the work within 50 days after issuance of the work order, as per Clause 3 of Section III at Page No. 37.
9	3	Point-2 Qualifying Criteria	a) To clarify that experience having calculated during last 7 years or ongoing works for more than 4 years.	The tender prescribes that ‘Ongoing works for more than 4 years will be considered, subject to submission of satisfactory work certificate from the Employer’; and hence, the condition of the tender holds good.
	4	Category-II Point-2	b) The bidder should have paid Passenger Tax for 10 Nos. of buses.	Yes
	5	NIT	c) Please clarify that this MSE certificate is MSME certificate uploaded in portal and by uploading this tender fee and EMD exempted. And also to define Level Section H (Transport and Storage)	Condition of the tender holds good.
	23	33 (2) Section I	d) Performance Guarantee shall be 10% on total contract price or 1 year contract price and on basic amount or including GST.	Condition of the tender holds good.

Name of work : "Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years"

Addendum / Corrigendum - I

Sr. No.	Clause No. / Page No. of Tender	Existing Clause	Amended Clause
1	Clause No. 12.3 of Section II at Page No. 30	New Clause is being added, after Clause 12.2, as Clause 12.3 at Page No. 30	12.3 After commencement of work, no Buses will be reduced for a period of initial two years. Further, the DPA may issue a notice of not less than 60 days to reduce the Bus(s). For increase, the Contractor shall have to deploy the bus(s), as per tender conditions, within a period of 60 days of the intimation from the DPA.
2	Clause I of Form 1 of Section IV, i.e. Specimen of Application, at Page No. 47	I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.	I. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
3	Schedule-B of Section VI at Page No. 87	Schedule-B does not have column relating to Average Kilometer per day for Buses.	Modified Schedule-B, incorporating therein the relevant columns, is enclosed.
4	Integrity Pact of Section VII at Page Nos. 88 to 94	Integrity Pact uploaded from Page No. 88 to 94 has overwritings; and hence, the same has to be ignored.	Corrected Integrity Pact, bearing Page Nos. 88 to 93, is enclosed, which is to be submitted by the bidders in preliminary bid.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SECTION VI

Schedule – B

Sr. No.	Description	Average Kilometer per day for Buses	Rate per kilometer (Rs. In figures)	Total (1) X (2)
		(1)	(2)	
1	Rates for Hiring of Brand New 8 Nos. of 32 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years extendable for a period of 01 year on the same rates, terms & conditions as per the contract conditions.	1887	_____/Paise _____.	
2	Rates for Hiring of Brand New 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years extendable for a period of 01 year on the same rates, terms & conditions as per the contract conditions.	500	_____/Paise _____.	
GRAND TOTAL				

NOTE:

The prices shall be quoted inclusive of all Taxes (**excluding GST, fuel escalation and passenger tax**), Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. The rate will remain firm till completion of work. The passenger tax will be reimbursed by Deendayal Port Authority on actual basis on production of government receipts. Reimbursement of GST will be made as per the applicable rates to the bidder and fuel escalation as per Special Condition No. 13 of Section-III.

The rate of wages payable to the Driver, Cleaners, Supervisory and other staff shall not be inferior to the rates of wages notified by the appropriate Govt., from time to time, and applicable in the region; and the Contractor shall also be responsible for other statutory deductions and compliance of various applicable laws.

**Seal & Signature
of the contractor**

Personnel Officer

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

SECTION - VII

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. **LB/WF/1153/Buses/2024, Model-2024** 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.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

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 outlined above or be an accessory to such offences.

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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.

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(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.

Hiring of Brand New 8 Nos. of 32 Seater and 4 Nos. of 51 Seater Readymade Non-Air Conditioned Diesel Buses, Model : 2024, alongwith Comprehensive Operation & Maintenance for transportation of staff of Deendayal Port Authority/CISF and their children for a period of 4 (four) years.

(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.

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- (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 intensions.
- (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)

कार्मिक अधिकारी
दीनदयाल पत्तन प्राधिकरण
Personnel Officer
Deendayal Port Authority
(Office Seal)

Signature of Witness :
(Name & Address)
Arvind B. Pradhan,
Dy. Personnel Officer,
Deendayal Port Authority,
Gandhidham (Kutch).

Place : Gandhidham

Date : ___/___/20__

"Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr S K Sarkar, IAS (Retd.),
B-104, Nayantara Aptt., Piot 8 B, sec 07/ Dwarka, New Delhi - 110 075.
Mobile No. 98111 49324 email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.) A-9, Sector -30/Noida (UP) 201301.
Mobile No. 9871322133 email: saurabh7678@yahoo.co.in

(For & on behalf Bidder/Contractor)

(Office Seal)

Signature of Witness :
(Name & Address)

