

**Name of Work:- Construction of Boundary Wall with Precast wall panel surrounding  
MRF & Wet West Processing plant Behind DC 5 (Under CER)**

**Terms & Conditions**

1	The work is to be carried out at proposed site at surrounding MRF & Wet West Processing plant Behind DC 5, Gandhidham
2	The work shall be completed within 1 Month after issue of work order or clear site of work is given.
3	The quotationer are expected to have full knowledge of the site of work & local working condition before submitting the quotation.
4	The quotationer shall be required to execute the work in such a way so as not to cause any damage / hindrance with the activity going on in near by area.
5	All the rules & regulation governing D.P.A. will be applicable.
6	Whenever & whichever machineries, tools or equipments are to be arranged by quotationers along with fuel charges.
7	PAN number & GST registration No. shall have to furnish by Quotationer, failing which the Bid / Quotation will be considered as non – respective and be liable for discharge.
8	Income-tax and surcharge as applicable shall be made while making payment to the quotationers for carrying out the work & only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
9	After completion of work the site should be neatly cleaned by the Quotationer.
10	Force majeure : This will be restricted to natural calamities and acts of GOD only.
11	All the material shall required for the work shall be got approved from engineer in charge before put into use.
12	1st and Final bill shall be paid after satisfactory completion of work.
13	EMD of Rs. 8078/- and Quotation Fee Rs. 590/- ( incl. 18 % GST ) pay through Digital mode of Payment at Bank of Baroda Gandhidham Branch, Account No. 10080100022427 IFSC code. BARBOGANKUT and submmite the UTR Number and EMD UTR Number with Quotation in spepret cover.
14	EMD of the bidder other than L-1 & L-2 will be released within seven days from date of opening of quotation. EMD of L1 & L2 bidder will be released after commencement of work by L1 bidder.
15	Executive Engineer (C) reserves the right to cancel the quotation without assigning any reasons and also increase/ decrease the quantum of work.
16	The rates to be quoted excluding GST. However, GST element will not be considered for evolution of bid price.
17	The quotationer shall quote the price exclusive of GST. The quotationer shall quote prevailing GST rate separately, which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any shall be borne by the quotationer.
18	Contractor/service provider/supplier etc. has to ensure timely & proper filling of GSTR 1 so that Deendayal Port AUTHORITY can avail input tax credit in timely manner. In case DPT not allowed input credit due to failure of part of the contractor/service provider/supplier etc., it will be a financial loss to DPT & therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.
19	In case of delay in completion of the contract, ' <b>Liquidated Damage</b> ' shall be levied at the rate of 0.50% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
20	Payment will be made by RTGS only after satisfactory completion of work and submission of duly signed bill.
21	The contractor shall not deposit any materials at such a place,that may cause inconvenience to the public or staff or near by offices.
22	For the purpose of measurement the method prescribed in standard code of measurement of the concern work shall be applicable.
23	All tools, plants, scaffolding ladder etc and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost and storing of such tools, plants etc will have to be made by him.

- 24 The Contractor shall ensure not to cause any damage to the port properties in the vicinity of work site during execution of work. If any damage occurs due to workmen / machinery of the contractor, the contractor has to make good the loss / damage at his cost.
- 25 The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals And others for work order/contracts exceeding Rs. 2,50,000.00
- 26 In case of Micro and Small Enterprise (MSEs) holding valid certificate issues by any agencies/organization under The Ministry of Micro, Small & Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage”

NIC codes regarding related activity are mentioned below:

LEVEL	DESCRIPTION
Section-F	Construction
Division-41	Construction of Building
Group-410	Construction of Building

- 27 All the precaution regarding the safety of workers shall have to be taken by the contractor at his own risk & cost.
- 28 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
- 29 The contractor shall have to obtain necessary licence from the Assistant Labour Commissioner (Central) Gopalpuri in case he has to engage 10 or more workers on any day during the execution of work.
- 30 All the grass, shrubs, plants and foreign matter etc. in the alignment of the site and within the site of work shall have to be cleared, if required without any extra cost.
- 31 All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.

- 32 **Performance Security**  
**Security Deposit** shall consist of two parts; a) Performance Guarantee to be submitted at award of work. Security Deposit shall be 5% of Contract price of which should be submitted as Bank Guarantee/ FDR/ Digital mode of payment within 10 days from date of issue of work order. The SD to be refunded immediately not later than 14 days from completion of defect liability period and payment of welfare cess of 1st & final bill.

- 33 The documentary evidence (copy of paid challan in government treasury) of the **welfare cess @1%** of the work done or as mandated by security authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee if applicable
- 34 The Defect Liability period for the contract shall be 6 months from the date of completion of work as per the completion certificate issued.

In case bidders need any clarifications or if training is required to participate in online tenders, they can

- 35 contact (n)Procure Support team at following address: -  
 (n) code Solutions – A division of GNFC Ltd., (n)Procure Cell,  
 403, GNFC Infotower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat).  
 Contact Details :  
 Airtel : +91-79-40007501, 40007512, 40007516, 40007517, 40007525  
 BSNL : +91-79-2684511, 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)

**Executive Engineer (C),  
 Deendayal Port Authority**

**CONTRACTOR**