

DEENDAYAL PORT AUTHORITY

MARINE DEPARTMENT



E-TENDERING

BID DOCUMENT FOR WORK OF

“Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years”.

TENDER NOTICE NO: DC - 02/2025

**Deputy Conservator, Marine Department,
Deendayal Port Authority,
Administrative Office Building
Gandhidham – 370 201 Kachchh – Gujarat.
Phone: 02836 – 233585 / 220235, 9603123449
Fax:02836 – 233585
E-mail id: dyconservator@deendayalport.gov.in,
suptacmarine@deendayalport.gov.in**

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SECTION I – NOTICE INVITING TENDER (NIT)

TENDER NOTICE NO: DC - 02/2025

Electronic Tenders are invited by Deendayal Port Authority, Gandhidham from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of **“Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years”**.

Department Name	Marine Department
Circle/ Division	Marine Department, A.O. Building, Gandhidham (Kutch)-370201.
Tender Notice No.	02 / 2025
Name of Work	Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years” .
Estimated Contract Value (INR)	Rs. 3,29,27,040/-/-
Period of Completion (in Months)	36 Months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria:	<ol style="list-style-type: none">1. Average annual financial turnover during the last three years ending 31st March of previous year, should be at least Rs 98.78 lakhs certified by CA and issued a certificate on CA's letterhead with UDIN No.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: Three similar completed works, each costing not less than Rs. 131.70 lakhs (excluding taxes). OR Two similar completed works, each costing not less than Rs. 164.63 lakhs (excluding taxes). OR One similar completed works costing not less than Rs. 263.41 lakhs (excluding taxes) <p>Note:</p>

	<p>(a) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:</p> <ul style="list-style-type: none"> (1) Name of Contractor (2) Name of Work (3) No. of work order/agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion (8) Value of Work executed during the contract period/original contract period (9) Date of issue of completion certificate. <p>(c) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for the work, which will form the basis for assessing the value of completed work.</p> <p>(d) The experience certificate shall be considered as per the initial work order and the completion of contract period or extended contract, subject to submission of satisfactory completion certificate.</p> <p>(e) The sub contact experience shall be considered for pre- qualification only if same is carried out in Govt./Semi Gov./Public Limited companies subject to submission of Subcontract permission issued by the respective authority prior to execution of the work. Further, if Subcontract permission is not owner authenticated, the respective party shall be de-barred for participation in tenders of DPA for minimum 2 years. The decision taken by DPA shall be final.</p>
Similar Works:	<p>"Similar works" / services means the Service Provider should have experience in providing manpower services viz., Pump Operator-cum Driver / Firefighter / Driver etc., for fire services in any Port Sector / Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized/Scheduled Banks / Public Limited or Private Limited Companies.</p>
Integrity Pact:	<p>(1) The Employer / Authorized person of Employer shall sign the IP in the Presence of a witnesses, who shall also affix his/ her signature thereof and then the same IP (Form-07) shall be uploaded by them</p>

	<p>on n-procure portal.</p> <p>(2) 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>(3) 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 glitch due to which any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hardcopy 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.</p> <p>Integrity Pact need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated along with one witness signatures (to be arranged by the bidder) as per format available in 'Form-VII' in the tender document failing which bid submitted by the bidder will be considered non-responsive.</p>
Joint Venture	Not Allowed
Rebate	Applicable
Bid Document Fee:	Rs. 5900.00 (Including 18% GST)
Bid Document Fee Payable To:	<p>(Payment through Digital mode (Account No. 10080100022427 IFSC Code: BARBOGANKUT, Bank of Baroda, Gandhidham branch.</p> <p>In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the following activities as per National Industrial Classification- 2008 related to the subject tender shall only become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scanned copy of valid certificate along with Bid Securing Declaration as per Annexure-I given under tender on bidder's letter head and upload on Preliminary stage otherwise the exemption will not be entertained, and your bid will be rejected.</p>

	Code / Sub-class	Description								
	52232	Firefighting and fire-prevention services at airports								
	78200	Temporary employment agency activities								
	88230	Public order and safety activities								
Bid Security/ EMD:	<p>EMD amount of Rs. 3,29,270/- to be submitted (Payment through Digital mode (Account No 10080100022427 IFSC Code: BARBOGANKUT, Bank of Baroda, Gandhidham branch.</p> <p>In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the following activities as per National Industrial Classification- 2008 related to the subject tender shall only become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scanned copy of valid certificate along with Bid Securing Declaration as per Annexure-I given under tender on bidder's letter head and upload on Preliminary stage otherwise the exemption will not be entertained, and your bid will be rejected.</p> <table border="1"> <thead> <tr> <th>Code / Sub-class</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>52232</td> <td>Firefighting and fire-prevention services at airports</td> </tr> <tr> <td>78200</td> <td>Temporary employment agency activities</td> </tr> <tr> <td>88230</td> <td>Public order and safety activities</td> </tr> </tbody> </table>		Code / Sub-class	Description	52232	Firefighting and fire-prevention services at airports	78200	Temporary employment agency activities	88230	Public order and safety activities
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52232	Firefighting and fire-prevention services at airports									
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Bid Document Downloading Start Date:	04/02/2025 from 1400 hrs.									
Bid Document Downloading End Date	05/03/2025 up to 12.00 hrs.									
Bid Validity Period	120 Days									
Pre-Bid Meeting	Applicable									
Place of Pre-Bid Meeting	18/02/2025 @ 1500 hrs. in the Chamber of Deputy Conservator, Administrative Office Bldg., Deendayal Port Authority, Gandhidham, Kachchh-Dist.-Gujarat									
Condition	Tender Fee to be remitted through online transfer in Bank of Baroda account no. 10080100022427 - Deendayal Port Authority - (IFSC code BARBOGANKUT). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure									

	<p>website.</p> <p>EMD to be remitted through online transfer in Bank of Baroda account no. 10080100022427 - Deendayal Port Authority - (IFSC code BARB0GANKUT). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the following activities as per National Industrial Classification- 2008 related to the subject tender shall only become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scanned copy of valid certificate along with Bid Securing Declaration as per Annexure-I given under tender on bidder's letter head and upload on Preliminary stage otherwise the exemption will not be entertained, and your bid will be rejected.</p> <table border="1" data-bbox="646 976 1365 1304"> <thead> <tr> <th data-bbox="646 976 899 1045">Code / Sub-class</th> <th data-bbox="899 976 1365 1045">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="646 1045 899 1136">52232</td> <td data-bbox="899 1045 1365 1136">Firefighting and fire-prevention services at airports</td> </tr> <tr> <td data-bbox="646 1136 899 1226">78200</td> <td data-bbox="899 1136 1365 1226">Temporary employment agency activities</td> </tr> <tr> <td data-bbox="646 1226 899 1304">88230</td> <td data-bbox="899 1226 1365 1304">Public order and safety activities</td> </tr> </tbody> </table>	Code / Sub-class	Description	52232	Firefighting and fire-prevention services at airports	78200	Temporary employment agency activities	88230	Public order and safety activities
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<p>Remarks</p>	<p>The above shall be submitted in electronic format through online (by scanning) while uploading the bid.</p> <p>Offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact and along with Bid Securing Declaration Form (Annexure-I) (duly signed by principal, bidder and witnesses in proper format attached) are received electronically.</p> <p>Submission of Tender Fee and other Documents during office hours within 07 days from the date of opening of tender by R.P.A.D Speed post in the chamber of Deputy Conservator, Marine Department, A.O. Building, Ist Floor A.O. Building Gandhidham (Kutch)-370201. Phone: 02836-233585/220235/9603123449</p>								
<p>Preliminary Bid Opening Date</p>	<p>05/03/2024 at 12.30 hrs.</p> <p>Note: Scanned copy of EMD, tender fees & Integrity Pact Agreement (Form-07) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is</p>								

	also required in preliminary bid criteria. Otherwise, the bid will be treated as non-responsive & shall be rejected.
Technical Bid Opening Date	Technical Bid will be opened 05/03/2025 @ 12:45 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online	Certificates of Preliminary bid documents, Financial Turnover, Pre-qualification documents and other documents as per Section III, IV, V need to be submitted at the time of bid submission.
Officer- Inviting Bids:	Deputy Conservator, Marine Department, A.O. Building, Gandhidham – Kutch
Bid Opening Authority:	Deputy Conservator
Address:	Deputy Conservator, Marine Department, Ist floor, A.O. Building Gandhidham (Kutch)-370201.
Contract Details:	Phone: 02836- 233585/220235/9603123449
Corrigendum, if any, will be placed on websites only.	

Note:

1)	The Bidders are advised to read the whole document carefully and submit their Tender/bid strictly meeting with the requirements spelt out in the bid document.
2)	While E-tendering all the supporting documents as stated in Annexure A have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation. Hard copies to be submitted within 7 days with Tender Fees & EMD duly sealed and signed except Price Bid from the date of opening of preliminary bid.
3)	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.
4)	To include eligibility criteria condition regarding mandatory uploading of documents for tender fees, EMD. MSME certificate for exemption of EMD/Tender Fee, integrity pact etc. in the NIT.
5)	Also, to include an Annexure-I of "Bid Security Declaration" to be invariably submitted by the bidder in case availing MSME exemption for EMD / Tender Fees in Preliminary Stage only.

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION II – GLOSSARY

In this bid document and in the 'Contract', unless the context otherwise requires:

- i) "Authorized representative" means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document **"Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years"**.
- iii) "Bid documents" (including the term 'bid documents' or 'Request for Proposal Documents' in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv) "Bidder" (including the term 'tenderer' or 'service provider' in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port; The bidder shall be Government Approved Fire Safety Service Organization.
- v) "Bidder registration document" means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for thee-tender;
- vi) "Board" means the Board of the Deendayal Port Authority, Gandhidham, which is a body under the Major Port Authorities Act. 2021.
- vii) "Competent authority" means the Chairman or any officer(s) authorized by the Chairman.
- viii) "Contract" (including the terms 'Work Order' under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between Deendayal Port Authority and the service provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the

- relevant provisions of the laws of India.
- ix) "Contract price" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
 - x) "Contractor / Service Provider" means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes contractor's representative, successors and/or permitted assigns for the subject Contract.
 - xi) "Day" means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
 - xii) "e-Tender" means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, nondiscriminatory and efficient procurement through transparent procedures;
 - xiii) "Earnest Money Deposit"(EMD)" means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
 - xiv) "Head of the Department" means the Head of a department in the Deendayal Port Authority appointed under the provision of the Major Port Authorities Act. 2021.
 - xv) "Month" means month according to Gregorian calendar.
 - xvi) "Notice Inviting Tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intendsto procure goods, services and/or works.;
 - xvii) "Pre-qualification document" means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation topre-qualify;
 - xviii) "Responsive bid", in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the **Section V – Evaluation of the Bid document**. If any requirements specified in **Section V – Evaluation of the Bid document** are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
 - xix) "Tender" means the Contractor's priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all

accordance with the provisions of the Contract, as accepted by the Work order.

- xx) "Week" means seven days without regard to the number of hours worked in any day in that week.

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION III – INSTRUCTIONS TO THE BIDDERS

1. GENERAL:

- i) Electronic Tenders (Online) are invited by Deendayal Port Authority from eligible bidders for **“Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years”**. (For details refer **Annexure F of Section X – Annexures and Forms**)
- ii) The bid document containing the entire details is available at www.deendayalport.gov.in or www.tender.nprocure.com for downloading during the period specified in the **NIT (Section –I)**.
- iii) The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in **Section IV – Techno-commercial qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Techno-commercial bid.
- iv) The Contract Agreement will be in force for a period of **Three years** from the date specified in the Work Order and extendable for a period up to **One year** with the same rate, terms and conditions to be decided on mutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract.

2. PRE-BID MEETING

A pre-bid meeting will be conducted on the date, time and place as specified in **NIT (Section–I)** at Deendayal Port Authority, Gandhidham. Interested bidders can participate in the pre- bid meeting or the queries can be sent to the designated e-mail id(dyconservator@deendayalport.gov.in, supdtacmarine@deendayalport.gov.in) by 17/02/2025 at 15.00 hrs. and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given. Interested bidder can also join the pre-bid meeting on **18/02/2025 @ 1500** hrs. as provided in the NIT.

3. ONLINE TENDER:

The intending Bidders are required to download and submit tender through www.tender.nprocure.com. 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:(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]

4. **BIDDER'S RESPONSIBILITY:**

4.1 **PRE-QUALIFICATION DOCUMENTS**

Documents/Forms to be submitted the bidder shall scan and forward the following documents/Forms with their bid: Hard copy of all the

(i) Tender Fee Receipt: Tender Fee of **Rs. 5,900/-** (including GST 18%) to be remitted by scanning through online transfer /Digital mode in favour of DPA payable at Gandhidham in **a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.**

(ii) EMD/Bid Security: **EMD: Rs. 3,29,270/-** (Rupees Three Lakh Twenty nine thousand two hundred seventy Only) shall be made by scanning through online payment mode Deendayal Port Authority, Gandhidham having its branch in Gandhidham. **a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.**

In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the following activities as per National Industrial Classification- 2008 related to the subject tender shall only become eligible for exemption from payment of tender fees/EMD. **Such bidders shall submit scanned copy of valid certificate along with Bid Securing Declaration as per Annexure-I given under tender on bidder's letter head and upload on Preliminary stage otherwise the exemption will not be entertained, and your bid will be rejected.**

Code / Sub-class	Description
52232	Firefighting and fire-prevention services at airports
78200	Temporary employment agency activities
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However, for **the purpose of realization of Tender Fees & EMD**, bidder shall send the same in original to Deputy Conservator at the time of tender opening or send the same through RPAD so as to reach the Deputy Conservator, Deendayal Port Authority, A.O. Building, Gandhidham within 07 days from the last date of opening along with other documents.

(iii) Integrity Pact Agreement (Form-7) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected. However, in case of any technical 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 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.**

4.2 Scanned & to be submitted under Technical Stage, however the hard copy also requires submitting.

- a. The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- b. It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The rate quoted in the **Part II (Cover II) – Price bid** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- c. Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- d. The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Annexure G**.
- e. In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises should have valid certificate as per NIT.
- f. The Bidder shall submit a declaration as provided in the **Annexure G** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

(iv) CORRECTION/VARIATION:

- a. All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- b. The bidder's proposal is deemed to include, all-inclusive prices for the **Scope of Work** specified in **Section VII** of the bid document and no arithmetical correction or price adjustments are allowed.
- c. Tender should be complete in all respects for taking a decision immediately on opening of the tender.

(v) TRANSFER OF BIDDOCUMENTS:

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

(vi) ADDENDA /CORRIGENDA:

Addenda/Corrigenda, if any to the bid documents will be issued by the Port only in the (n) Procure Portal and Port's website, prior to the date of opening of the tenders.

(vii) INCOMPLETE DETAILS AND CANVASSING:

The Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

(viii) HISTORY OF LITIGATION

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

(ix) SIGNING OF THE BID DOCUMENTS:

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person **holding power of attorney duly authorized** and competent to do so on behalf of the Bidder, as furnished in **Form V(B) of Annexure A** of the bid document, before submission of the tender.

(x) DECLARATION BY THE BIDDER

The bidder, in a three hundred rupees' non-judicial stamp paper, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form V(B) of Annexure A**.

(xi) BID SUBMISSION & OPENING

The bid submitted by the bidder shall comprise the following: (1) Preliminary Stage Bid comprising of Bid Security (EMD), Tender Fee, Integrity Pact & Bid securing Declaration in case exemption for tender fee / EMD claimed. (2) Technical Bid Comprising Qualification information in accordance to clause of Eligibility Criteria shall be submitted
(3) Financial Bid: Bill of quantities (BOQ) duly filled and digitally signed by bidder.

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

Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents.

Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer. 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.

Bidders who wish to participate in the tender will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, 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 Info tower, Bodakdev, Ahmadabad, Tel. 91 79 26857316/17/18; Fax: 91 79 26857321, Mobile: 9327084190 / 9898589652, e-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described in Tender Documents 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 "Office of the Deputy Conservator, 2nd Floor, Room no. 210, A.O. Building, Deendayal Port Authority, Gandhidham – 370 201" within seven days from the last date of opening of tender. The envelopes shall be addressed to: Deputy Conservator, Marine Department, 2nd Floor, Room No. 210, A.O. Building, Gandhidham – 370201, Gujarat State 2.16.4. The envelopes shall bear (i) Name of work: _____; Bid reference No. _____; Name, Address, Contact Number and e-mail id.of the Bidder: _____.

The contractor can upload documents in the form of PDF format. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such documents are not uploaded his bid will become invalid and cost of bid document shall not be refunded. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0 [zero]". All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required, if any for verification of the original documents shall be submitted by the bidder, if required by DPA. The acceptance of a tender or part thereof will be rest with the Chairman, Deendayal Port Authority, who does not bind

himself to accept the lowest tender or part thereof and reserves the right to reject any or all the tenders received without assigning any reasons. Tenders which do not fulfil the prescribed qualification will be liable for rejection

Bids must be received by the employer in online system at website www.tender.nprocure.com. 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 www.tender.nprocure.comwebsites 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 www.tender.nprocure.comwebsites shall prevail. The employer may extend the deadline for submission of bids by issuing an amendment on DPT website as well as on www.tender.nprocure.comin which case all rights and obligations of Seal & Signature of authorized representative of the bidder employer and the bidders previously subject to the original deadline will then be subject to the new deadline. 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 changes have been made in the document. If any discrepancy is noticed at any stage between the port's tender document uploaded on www.tender.nprocure.com and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on www.tender.nprocure.coms shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any. No Bid can be modified after the deadline for submission of Bids. 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 disqualification of bidder and can be banned from the bidding process with DPA for the period of 3 years apart from forfeiture of EMD.

On the due date and time, the employer will first open Technical bids of all bids received including modifications. 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. If any Bid contains any deviation from the Bid documents and/or if the same does not contain Bid security and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the www.tender.nprocure.comand www.deendayalport.gov.in. The price bid i.e., BOQ will be opened only those bids qualify technically.

OUT STANDING DUES TO PORT

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the online uploaded bid document in any way will not bind the Port to accept their participation in the subject tender.

(xii) TENDER FEES & EARNEST MONEY DEPOSIT(EMD):

In order to be considered for the bid, the Bidder shall make payment of Tender Fees & EMD through Digital Transfer/NEFT. For transfer accounts details are provided as below:

A	Name and address of the bank	Bank of Baroda
B	Address of the branch	Bank of Baroda, Gandhidham Branch.
C	IFSC code	BARBOGANKUT
D	Account Number	10080100022427
E	Beneficiary's Name	Deendayal Port Authority

- i. The tender fees and EMD details with UTR Number of digital payment by RTGS/NEFT/etc to be uploaded at preliminary bid stage in (n) Procure Portal. The Tender Fees & Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii. The EMD/Bid Security of successful bidder will be refunded on submission of Performance Guarantee as per tender clause and execution of agreement as per tender clause. The EMD of unsuccessful bidders except L1 & L2 will be released immediately after ranking of bids. EMD of L2 bidder will be released after entering agreement with L1 and acceptance of PG from L1 bidder. The EMD will be refunded suo-moto without any application from bidder. (III) EMD will not carry any interest. (IV) The EMD of successful bidder will be released after he has signed the agreement and furnished required Performance Guarantee. (b) EMD may be forfeited if: The bidder withdraws the bid after bid opening during bid validity The bidder does not accept the correction of bid price pursuant to any arithmetic error. The successful bidder fails within the specified time limit to (i) Sign the agreement (ii) Furnish the required performance guarantee (iii) Bidder submit more than one bid. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders except L1 & L2 bidders will be returned immediately after ranking of price bid, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier.
- iii. If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- iv. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- v. In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises should have valid certificate as per NIT.
- vi. The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E- tender portal or format for Tenders Acceptance letter is attached as Annexure -G.

(xiii) DOCUMENTS TO BE UPLOADED BY THE BIDDER TOPARTICIPATE IN THE E TENDER

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be

uploaded, as a support to their qualification to the bid.

(xiv) QUOTING OF RATE FOR PRICE BID:

- a. The bidder shall quote the rate as specified in price bid in (n) procure portal, which is also placed at (Annexure E).
- b. The rate quoted shall be paid on the Minimum wages actually disbursed every month based on the deployed manpower, **excluding ESI, EPF and Bonus.**
- c. Applicable GST, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.

(xv) PAYMENTS

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

(xvi) EXPENSES INCURED BY THE BIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

(xvii) COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from the undersigned.

**Deputy Conservator,
Marine Department,
Deendayal Port
Authority,
Administrative Office
Building.Gandhidham –
370 201, Kachchh –
Gujarat.
Phone: 02836 – 233585 / 220235
Fax:02836 – 233585
E-mail id: dyconservator@deendayalport.gov.in**

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION IV– TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE BIDDERS

PART I (COVER I) – Technical Qualification documents

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

A. **The bidder shall have the meaning as stated in the Sl. No. (iv) of Section – II (Glossary)** and must be Government Approved Fire Service Organization. The valid certificate/license to be provided with technical bid.

B. **Financial Capability:**

Average Annual financial turnover during the last three years, ending 31st March of previous financial year, should be at least Rs. 98.78 Lakhs certified by CA and issued a certificate on their letterhead along with UDIN number.

C. **Past Experience:**

The bidder should have successfully completed similar work/services as detailed below during the last seven years from the previous month of date of publication of the NIT with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited or Private Limited Companies, etc.

- i) Three similar completed works each costing not less than the amount equal to Rs.131.70 Lakhs. (Excluding GST)
(or)
- ii) Two similar completed works each costing not less than the amount equal to Rs.164.63 Lakhs. (Excluding GST)
(or)
- iii) One similar completed work costing not less than the amount equal to Rs. 263.41 Lakhs. (Excluding GST)

The above said details shall be furnished by the bidder in the **Form III of Annexure A**.

Note:

- i) Similar work/ services means the Service Provider should have experience in providing manpower services viz ., Pump Operator-cum Driver / Firefighter / Driver etc., for fire services in any Port Sector / Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized/Scheduled Banks / Public Limited or Private Limited Companies.
- ii) The experience certificate shall be considered as per the initial work order and the completion of contract period or extended contract, subject to submission of satisfactory completion certificate.
- iii) In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate / Form 26 AS for the past experience, only then the experience will be considered.
- iv) Only the information stated in **Form II** and **Form III** of **Annexure A** shall be

considered for evaluation and any other documents uploaded but not stated in the above-mentioned **Form II** and **Form III** of **Annexure A** shall not be considered for evaluation.

- v) Annual accounts and Profit & Loss Accounts of last three years ending 31st March duly audited by Chartered Accountant of last three financial years along with UDIN.

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION V
EVALUATION OF THE BID DOCUMENT

1. Determination of Responsiveness

A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as prescribed below:

The bidders should scan and upload the following documents in the (n) procure portal, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without techno commercial evaluation.

(A) PRELIMINARY BID STAGE:-

- i) Proof of payment of Tender Fees & EMD by Digital Transfer/RTGS/NEFT etc.
- ii) In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises should have valid certificate as per NIT. Bidder also have to submit Bid Securing Declaration as per Annexure-I and scanned copy should be submitted at Preliminary Stage, otherwise bid will be rejected.
- iii) **Integrity Pact Agreement (Form-7) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected. However, in case of any technical 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 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.

(B) TECHNICAL BID STAGE: - In addition to the documents required for technical and financial qualification, bidder shall upload following documents in technical bid stage in(n) Procure Portal.

- iv) The bidder must upload self-attested copy of its PAN, GST,EPF,ESI, as stated in the Average Annual T.O. Certificate as per Form-II duly certified by CA and with UDIN.
- v) Annual accounts and Profit & Loss Accounts of last three years duly audited by Chartered Accountant of last three financial years along with UDIN

Qualification and Responsiveness Information –Annexure A.

- vi) A self-attested copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act,1970.
- vii) A self-attested certificate/License towards "Approved Fire Safety Service Organization issued by the Government".
- viii) Copies of self-attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- ix) Declaration of Authorized Representative of the bid in **Form IV of Annexure A**

in non- judicial stamp paper with denomination not to be lesser than Rs.300/-. The proprietor of the firm, who bids, has to declare the authorized representative of the firm/company

- x) The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Annexure G**.
- xi) Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Annexure G**.

2. **Techno-Commercial Evaluation**

- i) The documents uploaded by the bidder as specified in **Form III of Annexure A** read with **Section IV (B)**, will be evaluated based on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the Eligibility criteria.
- ii) The financial capability will be evaluated based on the information provided in **Form II of Annexure A**.
- iii) After scrutiny of the documents uploaded in the **Techno- commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The tenders, which do not satisfy the qualifying criteria as mentioned under **Section IV – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.
- v) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3years.
- vi) The shortlisted bidders after the techno commercial evaluation will be informed through e-mails/letter. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vii) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

3. **Price Bid Evaluation**

- i) The bidders shall quote rates in BOQ in the form **Price bid in (n) procure**

portal. The Price bid of the shortlisted bidders i.e., technically qualified bidders will only be opened by the Port on a date and time to be notified later.

4. **Award of Work**

- i) The work will be awarded to the successful bidder(s) for providing Manpower Service as specified in the **Scope of Work**.
- ii) The decision of this Port shall be final in this regard.
- iii) The Port reserves the right to accept or reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION VI – INSTRUCTION TO SUCCESSFUL BIDDER

1. Letter of Intent

The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities.

2. Performance Security:

- i) Performance Security shall be 10% of the contract value.

The successful bidder shall deposit an amount equal to **5%** of the accepted tender value as Performance Security in the form of BG or Bank Transfer within 21 days from the date of issue of letter of intent. In case of Bank Guarantee the same must be issued from a Nationalized Bank or a Scheduled Bank having its branch at **Gandhidham** and cashable at **Gandhidham** in the form as per specimen in the **Annexure C** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall be sent along with a letter from the Bank directly to the Port within 21 days from the date of issue of letter of intent with a claim period of 90 days.

Balance 5% shall be recovered as retention money from the running bills and shall be refunded within 14 days of completion of the contract period.

- ii) However, the Port may relax the above time limit of 21 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited.
- iii) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encased by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.

3. Signing the Contract Agreement:

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Annexure B** of the bid document on Gujarat State Government stamp paper of the value of **Rs.300/-** within 21 days from the date of issue of LOA.

- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

4. **Signing of Integrity Pact:**

The Bidders are also requiring to scan and submit in Preliminary Bid an **'Integrity Pact Agreement' duly signed by the bidder and witness signature also to be arranged by bidder**, in the prescribed pro-forma provided in **Form VII of Annexure A** of the bid document, failing which the bid will be treated as non-responsive.

5. **Work Order:**

After fulfilment of the conditions specified in the Letter of Intent and as above, the Port shall issue Work Order to the successful bidder. Within 30 days after issue of work order, bidder shall deploy 20 Nos. of POCDs as per tender requirement after getting the profile approved from DPA. Any delay in deployment of POCD will attract LD as specified under clause 11 of Section VIII.

6. **Debarment:**

A bidder shall be debarred if he has been convicted of an offence.

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

**SECTION VII – SCOPE OF WORK, STATUTORY COMPLIANCE
AND CONTRACTUAL OBLIGATIONS**

1. Scope of Work:

A. The POCD service manning requirements:

- a) The staff to be deployed should be familiar with firefighting pump operation and driving of firefighting vehicles/equipment.
 - b) The Staff to be deployed should be able to communicate to the Fire Control and Port Fire Officer as and when required in English /Hindi/Gujarati.
 - c) The change of shift shall not hamper the Port Fire operations.
 - d) The staff shall also carry out the additional duties as per the instruction of the Dy. Conservator or his representative without any additional financial liabilities on Deendayal Port.
 - e) Prior to the date of commencement of service, the staff shall have completed all the necessary medical test and submit the necessary medical certificate from Govt. Hospital.
 - f) Duty roster for next month must be provided by 25th of previous month. Any change in posting must be informed in writing to Dy. Conservator for prior approval. Duties in Port area will be allocated by of Dy. Conservator or by his representatives.
 - g) Transportation, food, lodging, leave & holiday wages for the POCD must be provided by the successful bidder.
- B.** The successful bidder has to provide manpower possessing the educational qualification, experience, category and age, etc., as mentioned in **Annexure F** from the date to be specified in the Work Order at Deendayal Port.

2. Statutory compliance and contractual obligations

Statutory compliance and contractual obligations to be complied with by the contractor:

The manpower deployed by the successful bidder shall work within the premises of the Port and also to attend fire call outside the Port limit as and when required. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, Private Security Agencies, Environmental Protection, etc. In case of any violations or non-adherence to the same, for reasons whatsoever, **Liquidated Damages** as per **Para No.11 of Section VIII** will be deducted from the Performance Security/ Security deposit of the bidder. If such non-compliance is continued by the successful Bidder for a period of consecutive three months even after imposing of the liquidated damages for reasons whatsoever, the contract agreement will be terminated.

i. Income tax

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

ii. Goods and service tax

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

iii. Compliance with the EPF / ESI Act

- a) The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them. The Port's contribution shall be reimbursed only after the submission of documentary proof of payment made towards EPF/ESI within stipulated period as per the relevant Act on account of this contract.
- c) In the 1st month of claim for reimbursement of ESI/ EPF, the Contractor shall enclose the copy of the ESI and EPF card of the entire manpower including the substituted manpower deployed by the Contractor, only upon which the claim of the Contractor will be considered.
- d) If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate contract.
- e) Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

iv. Bonus Act

Contractor is required to pay bonus as per the Bonus Act to the Manpower deployed and the same shall be reimbursed at actual by the Port upon submission of proof of payment to the provided Manpower.

v. Contract Labour Act.

The Contractor shall furnish a valid Labour license under Contract Labour

(Regulation and Abolition) Act 1970 within **30 days** from the date of work order and comply with all necessary required provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

vi. Workmen safety and Insurance

The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel deploy by him under this work covering the firefighting works, operation and maintenance works. The Contractor shall wherever applicable

- a) Take out and maintain, at their own cost but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premium shave been paid.
- b) ensure sufficient personnel protection Equipment (PPE) gears like safety shoes, hand gloves, gum boot, mask, hand gloves, ladders, rain coat etc. by their workers while carrying outworks.

The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise.

Note:

- a) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers
- b) Accident, life, medical insurance is also available through PM Suraksha Bima Yojana, PM Ayushman Bharath yojana, etc.

vii. Other statutory provisions

- a) The Contractor shall comply with the rules of Central Excise Department, as applicable.
- b) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with the Port based on mutual consent and furnishing of proof of documentary evidence of such payments to the concerned authorities for the provided manpower every month without fail and before submitting bills for the subsequent months.
- c) The Contractor is the direct employer of the manpower deployed by him at the Port under all labour legislation including Industrial Disputes Act,1947 etc.

- d) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract agreement arising out therefrom.
- viii.** The Contractor shall be responsible for any claim/benefit/compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at Port.
- ix.** The Contractor shall be liable for all kinds of dues payable in respect of the manpower deployed under the contract and the Port shall not be liable for any dues for availing the services of the manpower deployed by the Contractor.
- x.** All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.
- xi.** The contractor to ensure that the personnel's engaged as POCD must not participate in any activities organized by any trade union or association which are deterrent or hindrance to the Port operation or against the good interest of the Port.

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject E-Tender published by the Port for “**Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years**”. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the manpower service more specifically detailed in the **Scope of Work** in **Section VII** of the bid document. The following General terms and conditions of this Contract shall also form part of the above- mentioned tender.

2. Consideration:

The price to be reimbursed by the Port to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the above mentioned tender.

3. Period of Contract:

- i. The Contract is valid for a period of three **years** from the date specified in the Work Order.
- ii. The Contract **may be extended for a further period of one year on mutually agreed** basis on the same rates, terms and conditions of the contract.
- iii. The contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor, in writing, without any prejudice to any remedy may have against Deendayal Port.
- iv. The Deendayal Port reserves the right to increase/decrease the requirement of manpower as and when required up to (+/-) 30%.

4. Non-performance of Contract/ Breach of Contract:

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the Port will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract following the procedure stated in **Para No.6** of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor or its employees or the manpower deployed for the performance of the Contract.

5. Malpractice or furnishing of false information:

In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the Port shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the Port reserves right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also blacklist or suspend or debar the Contractor from participating in future tenders, as the Port thinks deem fit.

i) Termination of Contract

Consequent to the failure of the contractor to comply with the notice issued for non- performance/ breach of contract, Port will issue a notice giving the contractor 7 days time asking him to show cause as to why the contract should not be terminated.

- ii)** If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, Port will terminate the contract with immediate effect.

6. Discontinuance by the Contractor:

If the contractor is not in a position to continue the contract, the Contractor should give 180 (One hundred Eighty) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

7. Foreclosure of the Contract by Port:

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit and Security deposit will be refunded to the Contractor.

8. Conflicting relationships:

A Contractor found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

9. Change in Constitution:

The Contractor/ Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the existence of the Contract.

10. Insolvency / Bankruptcy / Winding up, etc.:

The Port shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick companies applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

11. Liquidated damages (LD):

If the Contractor fails to comply with any of the **Statutory and Contractual Obligations** provided in **Section VII** and other applicable acts, rules and regulations in relation to the tender, the contractor shall pay a sum equivalent to 0.05% of the value of the Contract Price for every week or part thereof subject to a maximum of 10% of the total value of Contract Price as liquidated damages, as the case may be, until fulfilling the obligations thereon. In case Port is compelled to comply with the said failure of the contractor, the cost so incurred by Port shall be deducted from the Security Deposit and/or Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

12. Confidentiality:

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

13. Force Majeure:

- i) 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.
- ii) 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.

- iii) In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

14. Damage to Property:

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port.

The contractor shall be liable for pollution damage and the cost of cleanup, which has occurred due to the contractor's personnel by willful, intention acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

15. Indemnification:

The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

16. Changes in terms of a concluded Contract:

No variation in the terms of a concluded contract can be made without the consent of the parties.

17. Identity Cards/Entry Passes:

The contractor should arrange identity cards at their cost to the manpower deployed under this Contract. All deployed manpower shall wear the identity card as well as entry pass at all times while on duty entry pass will be provide at free of cost.

18. Uniforms:

Uniform, shall be worn by the deployed manpower, at all times while on duty. The Contractor shall be solely responsible for the supply of required PPE and Uniform items (Khaki Uniform with badges with Barret cap) to his staffs and also ensure the use of PPE such as helmets (FRP), nose masks, hand gloves, belt, safety shoes, gum boot and rain coats by his staff at site, the cost of such uniform will be reimbursed by Deendayal Port Authority as stated under clause 27 below.

19. Accident or injury to workmen :

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

20. Dispute Resolution:

- i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, Deendayal Port Authority, Gandhidham.
- ii) In case, the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, Deendayal Port.
- iii) If the dispute remains unresolved, the same shall be referred to the Chairman, Deendayal Port whose decision, in this regard, is final and binding on both the parties to the contract.

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.

21. Doubt and clarifications:

In case of any doubts on the terms and condition of the tender, the same may be referred to the concerned Head of Department, Deendayal Port Authority, Gandhidham in writing for clarification, whose interpretation shall be final and binding.

22. Notice:

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person as declared in **Form IV of Annexure A**, if given or left in writing to the address or sent through E-mail ID given in response to the bid document declared in the **Form I of Annexure A**. Responsibility to notify any change

in address and/or email-id, entirely lies with the Contractor.

23. Manpower Labour Dispute:

The Contractor shall be responsible for disputes that may arise between the Contractor and the manpower of the contractor.

24. Joint Venture:

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

25. Sub-contracting:

The Contractor shall not assign, transfer, pledge or sub-contract the performance or services awarded by the Port to any other party.

26. Qualified Manpower:

i) All services shall be performed by persons qualified and able in performing such services as per the **Scope of Work** specified in **Section VII** of the bid document.

ii) The Contractor shall select the manpower after clearly understanding the scope of work, schedules, activities, specifications and requirements specified by the Port in the tender or subsequent thereon.

27. Payments for Manpower Deployed by the Contractor:

The Port will reimburse the following in respect of the categories of manpower contracted and actually deployed.

- i) Minimum wages as per rate prescribed from time to time by the Central or State Government, whichever is higher for "Watch & Ward" (with Arms) category, "C" area.
- ii) Contribution to Employees State Insurance (Employer's share).
- iii) Contribution to Employees Provident Fund (Employer's share).
- iv) Bonus actually paid, as per entitlement.
- v) Cost of the uniform purchased or estimated cost (i.e. Rs 1,66,420/- (Rupees One lakhs sixty-six thousand four hundred twenty Only) whichever is less shall be reimbursed after the third month from commenced of work, on submission of original bills of purchase (Uniform). However, the reimbursement is not eligible for calculation of administrative charges at the quoted rate.

The above will be regulated as per extant rules and **Section VII (Scope of Work; Statutory Compliance and Contractual Obligations)** and **Section IX (Special Conditions of Contract)**.

28. Payment:

The Contractor shall be paid on monthly basis as per the rate specified in the Work Order issued by the Port. ***The payment will be paid only on Minimum wages actually paid.***

29. Arbitration:

(I) The arbitration may be referred to a Conciliation Committee / Council comprising of independent subject expert in order to ensure speedy disposal of the case.

(II) The award of Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Trustee of the Port subject to the delegation of power.

(III) 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.

(IV) 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.

(V) 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.

(VI) 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.

(VII) 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.

(VIII) 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 Engineer –in-charge 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 Trust shall be discharged and released of all liabilities under the contract in respect of these claims.

(IX) 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.

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

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

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

(XIII) 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.

(XIV) 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.

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

30. Alternative Proposals by Bidders:

Conditional offer or Alternative offers will not be considered further in the process of tender evaluation and will be disqualified accordingly.

31. One Bid per Bidder:

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

32. Language of Bid:

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

33. Currency of Bid and payment:

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

34. Site visit:

The bidder at his own responsibility and risk is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the bid and entering a contract for the works. The cost of visiting the site shall be at the bidder's own expense.

35. Late Bids:

After the deadline prescribed in NIT the bids cannot be submitted in the On-Line System.

36. Modification and Withdrawal of Bids:

Bidders may modify or withdraw their bids before the deadline prescribed in NIT or extension if any. No Bid can be modified after the deadline for submission of Bids.

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. The bidder can be disqualified from the bidding process of DPA and also result in the forfeiture of the Bid security.

37. Indian Dock Safety Regulation:

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

1. Employment conditions:

- i) The Contractor has to provide list of manpower with copy of documents in support of qualification, experience, age as prescribed for respective category in **Section VII – Scope of Work** before deploying of manpower:
 - a) List of manpower shortlisted by Contractor for providing in the Deendayal Port containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, communal status, marital status, address and identification proof, medical fitness certificate, Photo ID Card along with scoring sheet and result of screening test, if any, provided by the Contractor.
 - b) Any other document considered relevant.
- ii) The Contractor shall ensure to get the C&A verification by police for all the manpower provided by him and the contractor should ensure that the manpower deployed should bear good moral character. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are provided. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period.
- iii) The verification of the certificates of staffs towards educational qualification, driving, license, experience of handling centrifugal pump and minimum one month basic firefighting training in recognized fire service institution shall be carried out by the Port Fire Officer or his representative prior to commencement of the contract.
- iv) The attendance details for manpower deployed shall be maintained by the Contractor himself at the duty spot identified by the concerned Head of Department through the bio- metric attendance device to be provided by Port for the purpose and the details of the same should be furnished along with the monthly bill to the Port, along with proof of bank statement of the provided manpower for having disbursed the salary the 1st month and for the subsequent month. In addition, an attendance register for contract employees shall also be maintained by the service provided at the duty spot and then same should be submitted along with the monthly bill.
- v) The personnel provided under the Contract should have good communication skill in English/Hindi/Gujarati and ensure discipline, integrity and enhance the image of this Port. The Contractor shall be responsible for any act of indiscipline on the part of persons provided by him.
- vi) The Contractor shall ensure that persons to be provided are not alcoholic/ drug addict and shall not indulge in any activity prejudicial to the interests of the Port.

The Contractor shall ensure proper conduct of the manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks/ paan/smoking/unnecessary lingering without work and shall comply with Port rules and regulations including the requirement of ISO 9001 and EMS 14001 or other version if any for which the Port has been certified.

- vii) The Contractor upon receipt of written notice from the Port, at any time during the currency of contract shall replace the manpower deployed by him, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc. The manpower deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against this Port.
- viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided manpower and the Port shall not be made responsible for settlement of such issues.
- ix) The Contractor shall be responsible for the medical and other related claims of the provided manpower and no such claim shall be made to the Port.
- x) If any manpower deployed by the Contractor is absent
- xi) beyond 3 days consecutively or absent for total of 18 days in a six-month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.
- xii) If any manpower deployed by the Contractor is absent beyond 3 days on maternity leave/accident, etc under ESI scheme it is the responsibility of the contractor to provide suitable substitute.
- xiii) On request of the Contractor, the Port may provide quarters, on chargeable basis, subject to availability and such other conditions that the Port may impose from time to time.

2. **Working Hours:**

(i) Shift timing of 8 hours

1st Shift: 0700 to 1500 hours

2nd shift: 1500 to 2300 hours

3rd shift: 2300 to 0700hours

(ii) The contractor has to ensure the deployment of fire personnel 24*7*365.

(iii) Manpower deployed by the contractor will be granted weekly off as per rules. The salary of weekly off will be reimbursed by the Port. However, leave for Public Holidays, leave salary etc., if any, shall be compensated by the Contractor at his own cost.

i) The Contractor must ensure proper attendance and proper weekly off to the manpower deployed. The Contractor shall be fully responsible for providing weekly

off to the manpower deployed. If the contractor deploys the same manpower on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages, if any. The manpower deployed on essential services can avail three national holidays and 3 festival holidays in a year at the cost of contractor. The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed up to three occasions in a month, failing which, for every two days of late coming, half a day's wages will be deducted.

- m) Usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the concerned Head of Department.
- v) When the manpower deployed proceeds on leave or absents himself, it will be the prime responsibility of the contractor to provide a suitable substitute. The Contractor shall provide replacement of manpower, in such cases, so as to ensure adequate staff & no payment for such leave will be given to the contractor. If the Contractor does not make alternate arrangement within a maximum period of 3 (three) days, a penalty, at the rate of Rs. 1500/- for each, shall be deducted per day per person absent from the Contractor's bill from 4th day onwards till the alternative arrangement is made for such absence in addition to any action taken by the Port as deemed fit.

3. **Conduct and discipline:**

- i. The deploy manpower must conduct and behave strictly in sobriety at all times which on duty.
- ii. The deployed manpower must be well groomed and be dressed in the prescribed uniform while on duty.
- iii. The deployed manpower must follow the orders and instruction issued by the Fire and Safety Officer and the senior officials of Port.
- iv. The personnel's deployed must not participate or associate with any trade union or association activities which are deterrent and hindrance to the Port operation and good interest of Port.

4. **Payment details:**

- i) The Contractor shall disburse the monthly wages to the manpower deployed by him at the Port on or before 7th of every succeeding month which in any case shall not be less than the minimum wages prescribed by the Central or State Government, whichever is higher for "Watch & Ward (with arms)" category for Location "C" area. As and when minimum wages are revised the contractor shall pay at revised rate of wage to the manpower deployed and claim for reimbursement from the Port duly providing documentary proof for such revision and payment disbursed. The wage should be paid by the Contractor only through bank account to the manpower deployed by him.
- ii) The pay slips shall be issued to the manpower deployed by the Contractor for every month one day before the date of payment.
- iii) If the Contractor fails to pay wages to the provided manpower within the stipulated date, the Port shall serve a notice to the

Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security/security deposit/any other payment to be made to the Contractor. Under such circumstances the Port will not pay any service charges to the Contractor for the respective period.

- iv) In the event of such default of payment of wages by the Contractor, a penalty of **15%** of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract will be terminated by the Port.
- v) The Contractor will submit the bill in triplicate on or before 10th day of succeeding month for reimbursement in the **Model invoice pro-forma** given in **Form No. X** in **Annexure D** with reference to rates quoted in the tender. The reimbursement will be made on pro- rata basis after necessary deduction, if any, in terms of absent of the manpower. In case of payment of revised wages and other statutory requirements thereon, the Contractor shall submit a separate bill for reimbursement with supporting documents such as revision and payment disbursed to the manpower. The normal time to make payment by this Port to the contractor is 10 working days from the date of receipt of bill in full shape with supporting documents including the documents of statutory payments. The payment will be released to the Contractor by the Port through E-payment to the bank account details furnished by the Contractor in the bid document.
- vi) The Contractor should submit the bill every month or any supplementary bills along with the list of details / documents provided in the **Annexure D – Checklist for submission of bills** in the bid document. Otherwise, the bill will not be considered for making payment.
- vii) No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim.
- viii) Payments to the Contractor would be strictly based on the certification of attendance furnished by the concerned department / office where the manpower is provided.
- ix) The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the Port, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

5. **Other conditions:**

- i) The Port retains the right to place orders for an additional manpower up to a specified percentage of the originally contracted quantity at the same rate and

terms of the contract, during the currency of the contract.

- ii) The Contractor shall agree to provide such additional manpower in the requested category, on the request by the Port, within seven (7) days from the date of intimation by the Port, with same terms and conditions.
- iii) The Port reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the Contractor, without assigning any reasons.
- iv) On the expiry of the contract period, the Contractor shall withdraw the manpower deployed by him at the Port and shall clear the accounts by paying all their legal dues. In case of any dispute arises on account of the termination of employment of the manpower deployed by the Contractor, it shall be the entire responsibility of the contractor to pay and settle the disputes.

6. Adoption:

The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Authorities Act, 2021, Indian Ports Act, 1908, Manual for Procurement of Consultancy & Other Services 2017, etc., and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.

**Signature & Seal
Of Contractor**

**DEPUTY CONSERVATOR
Deendayal Port Authority**

**SECTION X – ANNEXURES AND
FORMS**

ANNEXURE A

**QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF
DOCUMENTS TO BE ENCLOSED**

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I) – Techno- commercial bid.

PART I – TECHNO-COMMERCIAL BID

Sl. No	Qualification Documents to be uploaded	Uploaded Page Ref No.
(I)	PRELIMINARY BID	
1.	DIGITAL TRANSFER/RTGS/NEFT DETAILS FOR REMITTANCE OF TENDER FEES & EMD IN CASE OF CLAIMING THE EXEMPTION, MSME CERTIFICATE TO BE UPLOADED AGAINST THE REQUIREMENT OF TENDER FEES AND EMD IN NPROCURE PORTAL ALSO WITH BID SECURING DECLARATION. INTEGRITY PACT AGREEMENT DULY SIGNED BY BIDDER AND WITNESS.	
(II)	TECHNICAL & COMMERCIAL BID	
1.	Notice Inviting Tender (NIT) / Annexure G	
2.	Form I – Bidder’s Bid cover letter	
3	A self-attested certificate/License towards “Approved Fire Safety Service Organization issued by the Government”.	
4.	Form II – Financial capability [as per Section IV(C)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5.	Form III – Past Experience [as per Section IV(B)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / nationalized Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
6.	Form III A – Experience / Completion / Performance certificate	
7.	Form III B – Details of TDS certificate (if applicable)	
8.	Form IV – Declaration of Authorized Representative of the bid[asper Para No.10 of Section III]	

9.	Form VI – Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification. (if applicable) (as per Para No.14(v) of Section III]	
10.	Form V(B)– Declaration by the Bidder [as per Para No. (11) of Section III]	
11.	Form VI–Bank Mandate Form (Bank account details of the bidder)	
12.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
13.	Copy of GST registration certificate	
14.	Copy of PAN Card	
15.	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
	3. Copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act,1970.	
16.	Tender document with pre-bid clarifications and amendments issued by Port duly signed and sealed.	
17.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:.....

Date:.....

Signature and seal of the
Authorized Representative of
Bidder

FORM I

BIDDER'S BID COVER LETTER

(To be provided on the bidder's company letter head with signature and seal)

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person
to whom all references shall be

:made regarding this tender
4. Description and address of the
person to whom all references shall
be made: regarding this tender
5. Telephone :
6. Telex :
7. Fax :
8. E-Mail :

To
The

.....

,
Head of the Department,
..... Department,
Deendayal Port Authority, Post Box
No.50,Gandhidham – 370 201, Kutch –
Gujarat.

Sir,

1. We hereby apply to be qualified for the tender invited by the Deendayal Port Authority, Gandhidham as a bidder for the work of tender for **“Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years”**.
2. We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of providing manpower services and do hereby express our interest to provide such services.
4. We certify that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.
5. The names and positions of persons who may be contacted for further information, if required, are as follows

- a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)
- b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)
- c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)

6. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
7. We understand that Deendayal Port reserves the right to reject any application without assigning any reasons.

Thanking
you,

Respectfully,

Place:.....

Date:.....

Signature and seal of the
Authorized Representative of
Bidder

FINANCIAL CAPABILITY

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under:

Sl. No.	Financial year	Total Turnover	Uploaded page no. reference
01	Year 2021 – 2022	Rs.....	
02	Year 2022 – 2023	Rs.....	
03	Year 2023 – 2024	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

UDIN : -
Date :-

Yours faithfully,

(Signature of Authorized

Person) Place:..... Name.....

Date:..... Designation.....

Business Address:

.....Seal

.....

Attested/Certified by Chartered Accountant

PAST EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section IV** of the Bid document as on.

..... (date)

Details of Similar Past Experience

Sl. No	Name of work	Value of work executed(in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form III (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form III (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Date:.....

Name

Designation.....

Business Address:.....

.....Seal

.....

EXPERIENCE / COMPLETION / PERFORMANCE CERTIFICATE

(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)

This is to certify that M/s ----- awarded the contract ----- and executed in this organization as per the details furnished below

1. Name of the work:
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor : Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place:.....

Name

Date:.....

Designation.....

Organization with address.....

..... Seal

.....

Note :

- (i) Furnishing the information in the format is preferable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form IIIA.

DETAILS OF TDS CERTIFICATE

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed(in Rs.)	Work order reference No.	UDIN Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Date:.....

Name

Designation.....

Business Address:.....

.....Seal

.....

FORM IV

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in **Rs.300** /- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,..... (Name)being the
(Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of
Managing Committee of Associations/Board of Trustees etc.)of (Name of the Bidder),
hereby solemnly affirm and declare
that the..... (Authorized Signatory) is hereby authorized, vide resolution No.
(Resolution Number)dated..... (Resolution Date) (copy submitted herewith), to act as
an authorized signatory for the business..... (Name of the Bidder) for which submission
of bid is being filed under the tender. All his actions in relation to this tender will be binding on
me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

**Acceptance as an Authorized
Signatory**

I (Authorized Signatory) here by solemnly accord my acceptance to act as
authorized signatory for the above referred business and all my acts shall be binding on
the business.

Signature of Authorized Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his Authorized

Representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
 3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.
-

FORM V

(To be provided on the bidder's company letter head with signature and seal)

Date :

Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD based on any Central/State Government certificate

Sr. No.	Particulars	Details
1	Is your organization Proprietary/Partnership/Private Limited Company /Public Limited Company /Others
2	Does your organization belong to Micro / Small /Medium scale Industry/Start-ups/others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<ul style="list-style-type: none"><input type="radio"/> Micro<input type="radio"/> Small Scale<input type="radio"/> Medium<input type="radio"/> Startup Company<input type="radio"/> Others
3	Whether Manufacture for the tendered items (supply)/ Service Provider for the tendered services as per MSE certification. (Please tickmark the appropriate)	<ul style="list-style-type: none"><input type="radio"/> Manufacturer for supply items<input type="radio"/> Service Provider for services<input type="radio"/> Trader/reseller/authorized agent/distributor /manpowerservices<input type="radio"/> Non MSE Bidder
4	Attach the copy of the certificate	0

Note : The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit

Declaration : We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection / cancellation of order /subjected to appropriate actions as per tender Terms & conditions.

Authorized Signatory
(With Company Seal & Signature)

DECLARATION BY THE BIDDER

(To be provided in Rs.100 /- non-judicial stamp paper)

To

The Head of the Department.

1. I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No.....,dated , **“Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years”**. which is extendable further one year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.
1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tender in process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Deendayal Port Authority to take further action in to the matter.

Witness's

Bidder's

Signature: _____

Signature: _____

_____ Name: _____

Name: _____

Address: _____

Address: _____

Tel.No: _____

Tel.No: _____

Mobileno.: _____

Mobileno: _____

_____ Date: _____

Date: _____

FORM VI

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Account No. :
7. Branch Code :
8. Name of the Authorized Person :
9. Signature of the Authorized person
as per Bank :
10. E-Mail ID of Authorized Person :
11. Contact No. Landline/Mobile :

Copy of cancelled Cheque may be enclosed if Bank signature not obtained.

Name & Seal of
the Bank with
Date

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as "**The Principal**"

and

..... (Name of The bidders and consortium members) herein after referred to as "**The Bidder / Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. (02/2025). 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.

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.

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.

(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.

(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.

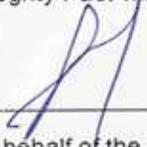
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(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.



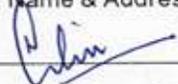
(For & on behalf of the Principal)

(Office Seal)
**DEPUTY CONSERVATOR
DEENDAYAL PORT AUTHORITY**

Place : Gandhidham

Date : ___ / ___ / 2024

Signature of Witness
(Sign, Name & Address)



NITIN KENIYA.

FLOTILLA SUPDT.

(For & on behalf of the Bidder/Contractor)

(Office Seal)
(Name of signatory)

Signature of Witness
(Sign, Name & Address)

1. _____

2. _____

- 1) Shri Amiya Kumar Mohapatra, IFoS (Retd.) Qrs. No. 5/9, Unit-9, Bhoi Nagar, Bhubaneshwar – 751 022.
Mobile No. 9437002530 Email : amiyaiifs@gmail.com
- 2) Dr. Gopal Dhawan, Ex-CMD, MECL, House No. 120, Jal Shakti Vihar, (NHPC Society) P4, Builders Area, Greater Noida Gautam Budh Nagar, Uttar Pradesh – 201 315,
Mobile No. 80077 71467
Email : gdhawangeologist@gmail.com

ANNEXURE B

CONTRACT AGREEMENT FORM

(To be entered in **Rs.300/-** non-judicial stamp paper)

This AGREEMENT is made on this.....day of.....Month of.....Two Thousand (....., 20.) between

M/s. Board of Deendayal Port Authority, a body corporate under Major Port Authority Act, 2021, represented by its Shri, s/o..... having its office at Administrative building, Deendayal Port Authority, Gandhidham – Kutch-Gujarat (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its(Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS the Board of Deendayal Port Authority, Gandhidham (Kutch), Gujarat is desirous of the work comprising **“Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years”**.

WHEREAS the Contractor has offered to execute and complete such works and whereas the Board has accepted the tender of the Contractor and

WHEREAS the Contractor has furnished a sum of / Rs...../(Rupeesonly) in form of Digital Transfer/BG as performance guarantee being 5% of contract value. Balance 5% to be recovered as Retention Money from the running bills.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

1. Notice inviting tender
2. Instruction to the Bidders
3. Scope of Work, Activity Schedule and other requirements
4. General Conditions of Contract
5. Special Conditions of Contract
6. Annexures and Forms
7. Price bid
8. Work Order No.....
9. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with the Board to deploy manpower in complete and maintain the "Manpower" in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such services for the "Contract Price" at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Board of Deendayal Port Authority was here into affixed and The .. thereof, has set his Hand in the presence of

Deendayal Port Authority

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address

.....

2) Name &Address

.....

ANNEXURE C

FORM OF BANK GUARANTEE **(For Performance Security)**

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

1. 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_____ [name of contractor/s] [herein after called the "Contractor"].
2. From the demand under the terms and conditions of the contract, vide _____'s [Name of department] letter no. _____ dated _____ made between the contractor 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.
3. 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 Contractor of any of the terms and conditions of the said contract or by reason of the Contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ [Rupees _____ only].
4. We, [Name of Bank and Branch], undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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.
5. 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 at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

6. We, [Name of Bank and Branch] further agree 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 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.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
9. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
10. Notwithstanding anything contained herein:
 - (i) Our liability under this Bank Guarantee shall not exceed Rs. _____ [Rupees _____].
 - (ii) This Bank Guarantee shall be valid up to _____; and
 - (iii) 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 _____ 202_____

ANNEXURE D**CHECK LIST FOR BILL SUBMISSION**

The Contractor shall utilize this checklist to verify the list of documents to be submitted along with the bills and any supplementary bills for payment. Any bill that contains the necessary documents and / or not in compliance with the mentioned below list applicable for the respective case, the bill will not be considered for making payments.

Check list for submission of bills					
Page No. & Clause Nos.	Contractor Name & PAN				
	NIT No.				
	Work order No & Date				
	Contract agreement				
	Contract valid up to				
	Contract Bill No/date period. Inward Document No. & Date No. of Manpower to be provided & actually provided				
	Details	Compliance by Contractor	Verified & certified by concerned Dept	Verified by Finance Dept	Remarks
10./14	EMD - To be refunded/ Adjusted/Exempted				
14	PAN Copy	Yes			
14	GST copy	Yes			
14	EPF license Copy of contractor				
14	ESI license Copy of contractor				
14	Pvt security Agency certificate				
14	Authorized representative				
17	Performance Security, BG Copy Amount & valid up to				
18	Security Deposit to be recovered(Not applicable)	N/A			

19 & 28	<p>List of Manpower deployed with Name, Date of birth, details of educational qualification, experience, category, Community status, Marital Status, age etc., enclosed address identification proof, Medical fitness, Photo ID, Scoring sheet in screening test, if any conducted by Contractor.</p> <p>* Details as per clause of section IX should be provided during the first month of the said manpower deployment and in the 1st month of additional deployment if any.</p>				
19	All statutory provisions complied				
19	Income Tax to be deducted/ lower deduction. If lower deduction certificate copy enclosed and valid up to				
19	Invoice submitted by Contractor as per GST compliance				
19	ESI/EPF card copies of manpower deployed & proof of remittance made				
20	Month for which ESI/EPF proof submitted				
20	Payment of Bonus, if any, proof of Bank account enclosed				
20	Contract labour license enclosed				
20	Insurance taken and valid upto, no. of lives				
20	Safety Shoes & gloves Etc provided wherever required				
21	Undertaking from each manpower with photo provided in the first month of such manpower deployed & each time when new manpower is deployed				
24	LD if any recoverable				

24	Any penalty/condonation for force majeure clause & its proof & approval				
25	Any recovery to be made for damages				
25	ID cards issued & worn, uniform, if applicable, were worn				
25	No dispute declaration				
26 & 27	Minimum wages paid & ESI/EPF remitted without any delay				
28	C&A verification by Police for manpower deployed, each time to be submitted new person is deployed				
28	Bio-metric attendance enclosed duly certified by the Authorised officer of the Port and bank statement copy				
29	Any notice issued by Port to the contractor if so, No. & Date				
29	Any manpower deployed has taken more than 5 days leave consecutively or for a total of 18 days in a month & Port permitted, if so reference letter No. & Date				
29	For clause 33/IX/X, whether suitable substitute provided if so details thereof				
29	Any quarters provided if so details of Demand No. for rent, water & electricity & its payment remitted				
30	Any recovery for late attendance if so details				
30	Any penalty to be recovered for non-supply of manpower				

30	a) payment disbursed before 7th of every succeeding months b) In case of bill for revised Minimum wages for previous month proof of disbursement enclosed				
30	Pay slips to all manpower deployed issued for every month one day before the date of payment				
30	Any notice received from Port to pay minimum wages with stipulated time				
30	Any penalty for non- compliance of 30/IX/3(iii)				
31	Bill in triplicate before 10th, as per model Proforma & duly incorporating all deduction due submitted				
31	Certificate of attendance enclosed				
34&31	(i) Any additional manpower request received & reference No. Date(ii)Whether such additional manpower provided within 7days				
	A certificate from the contractor and concerned department that all Terms & Conditions of contract has been complied with				

Note: Checklist is only indicative but not exhaustive & Contractor/ concerned department may include any other document which they may deem necessary.

Form VIII

Tax Invoice

Invoice

No:

Invoice

Date:

From Company name : Address : GSTIN/UIN : PAN No. : State Name : Contact No : E-mail ID : Work Order No:
To Deendayal Port Authority, A.O. Building, Gandhidham – 370 201 GSTIN/UIN : State Name : Place of supply :

1. Taxable Service

Sl. No	Description	HSN/SAC	Unit	Rate / Unit	Qty	Total Value (in Rs.)
	Less: Discounts, if any					
	Total Taxable value					
	Add: CGST @					
	SGST@ or					
	IGST @					
	Total					

2. Non-Taxable service

Sl. No.	Description	Total value (in Rs.)
	Total	
	Grand Total (1+2)	

Note Service is covered under Reverse Charge Mechanism (RCM) Yes No :

Bank Account No. :

IFSC Code :

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Annexure – E

Schedule – B
[not to be filled]

PRICE BID

Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years.

Item No.	Description	Qty.	Unit	Rate	Amount
1	Providing 20 nos. of Pump Operators cum Drivers as per tender conditions.	36	Months		

(Quoted above shall be exclusive of GST & inclusive of all Taxes and Statutory charges)

Annexure F**MANPOWER REQUIREMENT SCHEDULE**

Sl. No	No. of Person	Description	Qualification	Max. Age (inyrs. as on date of publication ofNIT)	Minimum Experience in relevantfield (in yrs)	Category
1	20	Pump Operator-Cum-Driver	Essential: (i) HSC/12 th or its equivalent pass from a recognized Board/Institute (ii) Should hold valid heavy vehicle license. (iii) Should have knowledge of swimming. (iv) Physical Standard: Height & Weight: as per norms of para military force. (v) Certificate from recognized institution for attending POCD course for a period of 6 month. (vi) Should possess 06 months experience as a Pump Operator & in Fire Tendering work.	35 years (on attaining 35 years and above staff to be replaced)	06 months (as a POCD or Similar postin Fire Service)	Skilled

Note:

1. As a proof for item (i), (ii), (v) (vi) necessary self – attested copy of certificate has to be produced which has to be produced & which will be verified with original certificates.
2. For item (iii) the POCD supplied by the contractor should have pass through the test conducted by the Port officials.
3. For item (iv) the POCD supplied by the contractor should have pass through fitness test conducted by Port Medical officers (or) fitness certificate obtained from any Government Hospital.
4. If certificate furnished by the contractor on behalf of any POCD is found incorrect, the contractor must remove such employees from the contract and arrange to deploy from the contract and arrange to new contract employee within 24 hours. falling which penalty will be imposed as per section no. IX clause -2(v).

Annexure – G

“Providing Services of Pump Operator Cum Driver (POCD) for Fire Brigade Section of DPA for a period of three years”.

TENDER ACCEPTANCE AND DECLARATION ON LITIGATION AND BLACKLISTING

(To be provided on the bidder’s company letter head with signature and seal)

To

Sir,

Subject:_____

Tender Reference No.:_____for “Providing Services of Pump Operator Cum Driver(POCD) for Fire Brigade Section of DPA for a period of three years”.

WE DECLARE THAT:

1. I/We have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
 1. _____
 2. _____
3. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs /Nationalized Banks / Public Limited or Private Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _ to _____ (including all documents like annexure(s),

schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.

6. The corrigendum(s) issued from time to time by Deendayal Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.
7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then Deendayal Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

2) Name &Address

Annexure – H

SPECIMEN EMD (Bank Guarantee Format) [NOT APPLICABLE]

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs.100/- 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 Tenderer]~~ (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of ~~[amount]~~ 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 of 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 otherwise 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]~~

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

FORMAT OF BID SECURING DECLARATION FROM BIDDERS

(On Bidders Letter head)

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 purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

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

(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)

Corporate Seal (where appropriate)
