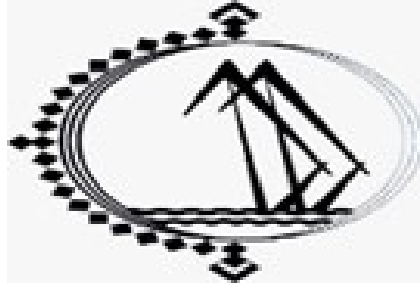


DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

**“ TWO YEARS CONTRACT FOR HOUSE KEEPING &
CLEANING OF GATE OFFICE BUILDINGS AND NON
RESIDENTIAL BUILDINGS INSIDE CARGO JETTY
AREA.”**

**Superintending Engineer (H)
HARBOUR DIVISION,
Deendayal Port Authority,
Nirman Bhavan, 1st Floor,
New Kandla - 370 210.
Kutch District.
Gujarat State
INDIA
Telephone : (O) 270429
Fax No. 02836-270429**

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VOLUME – I (TECHNICAL BID)

Name of work: Two Years Contract for House Keeping & Cleaning of Gate office buildings and Non-residential buildings inside cargo jetty area.

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DEENDAYAL PORT AUTHORITY

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	: Civil Engineering Department
Circle/ Division	: Harbour Division, Nirman Bhavan, New Kandla- (Kutch)-370210.
Tender Notice No.	: HD – 03/23
Name of Work	: Two Years Contract for House Keeping & Cleaning of Gate office buildings and Non residential buildings inside cargo jetty area.
Estimated Contract Value (INR)	: Rs.95,62,584.00
Period of Completion (in Months)	: 24 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 the previous financial years, should be at least Rs.28.69 lakhs.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 :<ol style="list-style-type: none">i. Three similar completed works each costing not less than Rs. 38.25 Lakhs.ii. Two similar completed works each costing not less than Rs.47.81 Lakhs.iii. One similar completed works each costing not less than Rs.76.50 Lakhs.3. Similar Works” means, experience of cleaning/ housekeeping/ sweeping of residential /non-residential buildings. The bidder who is registered with DPA in class B-1 and above under building category does not need to submit any documents except hard copy of tender documents duly stamped and signed as well as Copy of Valid Registration certificate.4. If tenderer/bidder completed the works in private organization as stipulated in Minimum qualification Criteria (work experience) shall be considered only if TDS certificates with respect to referred work issued by Competent Authority needs to be enclosed by the tenderer along with the offer.
Joint Venture	: Not Allowed

Rebate	: Applicable
Bid Document Fee :	: Rs. 1180.00 (Including GST)
Bid Document Fee Payable To:	: FA & CAO, Deendayal Port Authority, Gandhidham
Bid Security/ EMD (INR) :	: Rs. 95626.00
Bid Security/ EMD (INR) In Favour Of :	:FA & CAO, Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	: Date _____ Time _____ Hrs
Bid Document Downloading End Date	: Date 28/03/2023 Time 12:00 Hrs
Date & Place of Pre Bid Meeting	: Not Applicable
Receipt of Bids	: Date 28/03/2023 Time 12:00 Hrs
Bid Validity Period	: 120 Days
Condition	<p>: Demand Draft (DD)/ Bankers' Cheque (BC)/ Pay Order (PO) for E.M.D. & tender fee as well as duly signed integrity pact agreement shall be submitted in electric format through on line (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received. Accordingly offer of those shall be opened whose E.M.D. tender fee & Integrity Pact Agreement is received electronically. However, for the purpose of realization bidder shall send the same in original to Superintending Engineer (Harbour) at the time of tender opening or send the same through R.P.A.D. so as to reach to Superintending Engineer (Harbour), Harbour Division, Nirman Bhavan, New Kandla within 7 days from the date of opening.</p> <p>In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial classification-2008 shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage. (Check Section-2 Clause no. 9A for list of activities)</p>
Remarks	<p>: Submission of E.M.D., Tender Fee as well as duly signed integrity pact agreement and other Documents during office hours: On date 28/03/2023 to 03/04/2023 by R.P.A.D Speed post/Courier in the chamber of Superintending Engineer (Harbour), Harbour Division, Nirman Bhavan, New Kandla (Kutch)-370210. Phone: 02836- 270325.</p> <p>For further details and general enquiries prospective bidders may contact Shri K.Srinivas Rao, Superintending Engineer (Harbour), Harbour Division, Nirman Building, New Kandla- (Kutch).</p>

Phone no. 02836-270325 during working hours before the last date and time of submission of tender document.

- Bid Opening** : Technical Bid shall be opened on 28/03/2023 Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
- Documents required to be submitted by scanning through online**
- a. Documents in support of fulfilling qualifying criteria as indicated above.
 - b. EMD in form of DD/ BC/ PO.
 - c. Tender fee Demand draft / Banker's Cheque / Pay Order
 - d. Duly Signed Integrity Pact Agreement.
 - e. As indicated in clause 1.6 of section 2 – General Instructions.
- Officer- Inviting Bids** : Superintending Engineer (Harbour),
Harbour Division, Nirman Bhavan,
New Kandla, Kutch 370210.
- Bid Opening Authority** : Superintending Engineer (Harbour)
- Address** : Harbour Division, Nirman Bhavan, New Kandla (Kutch)-370210.
- Contact Details** : 02836- 270325

Note :

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n)Procure Support team at following address:-

(n)code Solutions – A division of GNFC Ltd.,
(n)Procure Cell,
403, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details :

Airtel : +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL : +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance : +91-79-30181689
Fax : +91-79-26857321, 40007533
E-mail : nprocure@gnvfc.net
TOLL FREE NUMBER : 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft/Pay order or Banker's Cheque towards cost of bid document, and EMD in favour of FA & CAO, DPA.
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration / PAN as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. 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.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. 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.

List of Documents to be scanned and uploaded within the period of bid submission:

- I. Demand Draft/Pay order or Banker's Cheque /Bank Guarantee of any Nationalized / Scheduled Bank against EMD as per Board decision.
- II. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Tender Fees.
- III. Duly signed Integrity Pact Agreement by the bidder and witnesses.

Bid Document.

- III. Certificates of Work Experience of successfully completed works issued by the client.
- IV. Certificate of Financial Turnover from CA.
- V. Any other Document as specified in the press notice.
- VI. Affidavit as per provisions of NIT.
- VII. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

**Superintending Engineer (H)
Deendayal Port Authority**

SECTION – 2

GENERAL INSTRUCTIONS

GENERAL

1. **Scope of bid**

- 1.1 The Superintending Engineer (Harbour), Deendayal Port Authority, invites bids by E-Tendering for the works " **Two Years Contract for House Keeping & Cleaning of Gate office buildings and Non-Residential buildings inside cargo jetty area.**" detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

2. **Eligible bidders**

- 2.1 The invitation for bids is open to all eligible bidders meeting the eligibility criteria as defined clause no.4 and 4.3.
- 2.2 All bidders shall provide details of qualification, forms of bid and a statement that bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the project manager for the contract. A firm that has been engaged by the employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 2.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of minimum qualifying criteria.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 23.

3. **One Bid per Bidder**

- 3.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

4. **Eligibility Criteria**

- 4.1 Experience on similar works executed during the last seven years; and details like monetary value, clients, proof of satisfactory completion.
 - a. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works
 - b. Equipment requirement/schedule. **(Not Applicable, please refer Section-6)**
 - c. Managerial / Manpower requirement. **(Not Applicable, please refer Section-6)**
 - d. Project planning and quality control procedure to be adopted. **(Not Applicable, please refer Section-6)**
 - e. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
 - f. Trained & certified workmen proposed to be employed at the work site of the project. The contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized university, technical board, or ministry of government of India would only be taken cognizance of. **(Not Applicable, please refer Section-6)**
- 4.2
 - (a) If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids.
 - (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the bidder.

- (c) Total monetary value of construction work performed for each of the last five years.
- (d) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and employers who may be contacted for further information on those contracts.
- (e) Major items of construction equipment proposed to carry out of the contract. **(Not Applicable, please refer Section-6)**
- (f) Qualifications and experience of key site management and technical personal proposed for the contract. **(Not Applicable, please refer Section-6)**
- (g) Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) Evidence of adequacy of working capital for this contract (access to lines of credit and availability of other financial resources)
- (i) Authority to seek references from the bidder's bankers.
- (j) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned, and disputed amount.
- (k) Proposals for subcontracting components of the works amounting to more than 10 percent of the bid price(for each, the qualifications should be annexed);and **(Not Applicable, please refer Section-6)**
- (l) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capacity of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs.10M) **(Not Applicable, please refer Section-6)**

4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.

- (i) Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.28.69 lakhs.
- (ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- a) Three similar completed works, each costing not less than Rs.38.25 lakhs.
- b) Two similar completed works, each costing not less than Rs.47.81 lakhs.
- c) One similar completed work, each costing not less than Rs.76.50 lakhs.

iii) "Similar Works" means, experience of cleaning/ housekeeping/ sweeping of residential /non-residential buildings. The bidder who is registered with DPA in class B-1 and above under building category does not need to submit any documents except hard copy of tender documents duly stamped and signed as well as Copy of Valid Registration certificate.

If tenderer/bidder completed the works in private organization as stipulated in Minimum qualification Criteria (work experience) shall be considered only if CA certifying value of work done with TDS certificates (where applicable) / Bank statement will be required with respect to referred work is issued by Competent Authority needs to be enclosed by the tenderer along with the offer.

Note: Figures to be computed and indicated in the individual projects.

4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Not Applicable, please refer Section-6)**

4.5 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above. **(Not Applicable, please refer Section-6)**

- 4.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or

5. **Cost of Bidding**

- 5.1 The bidder shall bear all costs associated with preparation and submission of his bid, and the Employers will in no case be responsible and liable for those costs.

6. **Site Visit**

- 6.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders' own expense.

7. **Bidding Documents**

Content of Bidding Documents

- 7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Section No.	Description	No. of Pages
1	Notice Inviting Tender	1 to 3
2	General Instructions	1 to 7
3	General rules and Directions for the Guidance of contractor	1 to 4
4	Forms to be filled and submitted with Tender documents by Contractor. <ul style="list-style-type: none"> • Contractor's bid • Prequalification of Bidders • Specimen format for declaration • Specimen letter of Authority for submission of Bid • Exceptions and Deviations • Format for Extension • Integrity Pack Format 	1 to 12
5	Conditions of contract (General)	1 to 64
6	Special conditions & specifications	
7	Form of Bank Guarantee	1-2
8	Form of Agreement	1-2
9	Bill of Quantity	1-2

- 7.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

7.4 Amendment of Bidding Documents

- 7.4.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 7.4.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by Email to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by Email to the Employer.
- 7.4.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 10.2 below.

8. Preparation of Bids Instructions to Bidders

- (A) Tenders in e-tendering system are invited for the work of **"Two Years Contract for House Keeping & Cleaning of Gate office buildings and Non residential buildings inside cargo jetty area."** The contract documents consisting of instructions for tendering, form of tender, form of agreement, conditions of contract, specifications of works, schedule for items of work and tender drawing can be viewed and downloaded from website <https://DPA.nprocure.com> <http://www.eprocure.com> and <http://www.Deendayalport.gov.in> till the last date & time of downloading indicated in notice inviting tender.
- (B) The bidder shall scan and upload duly signed integrity pact agreement with sign of witness in preliminary bid failing which the bid shall be non responsive.

9. Bid Security (Earnest Money Deposit - EMD)

- A. Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs. 50.00 lakhs. In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below

Section E	Water supply; sewerage, waste management and remediation activities
Division 38	Waste collection, treatment and disposal activities; materials recovery
Group 381	Waste collection
Class 3811	Collection of non-hazardous waste
SECTION N	ADMINISTRATIVE AND SUPPORT SERVICE ACTIVITIES
Division 81	Services to buildings and landscape activities
Group 811	Combined facilities support activities
Class 8110	Combined facilities support activities
Group 812	Cleaning activities
Class 8121	General cleaning of buildings
Sub-Class 81210	General cleaning of buildings
SECTION S	OTHER SERVICE ACTIVITIES
Division 96	Other personal service activities
Class 9609	Other personal service activities n.e.c.
Sub-Class 96908	General household maintenance activities like grooming of the floor, dusting, cleaning of utensils etc.

- B. The EMD up to Rs. 5 lakhs be payable either by Demand Draft/Pay Order/ Banker's Cheque. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank (Except Co-operative Banks) from any branch in India preferably from the local branch where the port is situated. Bank

Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

- C. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- D. EMD is refunded suo-motto without any application from the bidders.
- E. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- F. The Bid security may be forfeited, if
 - a) The bidder withdraws the bid after bid opening during the period of bid validity.
 - b) The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.

10. PROCEDURE FOR SUBMITTING TENDERS

- 10.1 Bidders who wish to participate 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 below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Infotower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/ 17/ 18 Fax: 91 79 26857321 E-mail: nprocure@gnfc.net Mobile: 9327084190/9898589652.

10.2 Deadline for submission of the Bids

- 10.2.1 Bids must be received by the Employer at the address specified above not later than 28/03/2023 in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day.
- 10.2.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 10.2.3 In case of tender document being downloaded from the web site, at the time of submission of (the hard copy of) the tender document. The tenderer shall give an undertaking that no change have been made in document. He shall be download set of document under acknowledgment with a condition that the uploaded version of the port tender document 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 tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.
- 10.3 The hard copy of tender documents alongwith its accompaniments as described under Clause 4.3 of General Instructions shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Superintending Engineer (H) within 7 days of opening of the tenders.

The envelopes shall be addressed to:

- (a) The Superintending Engineer (H),
Deendayal Port Authority
Harbour- Division, Nirman Bhavan, Ist floor,
Deendayal-Kutch-370210, Gujarat - State.
- (b) bear the following identification:
Accompaniments for “ **Two Years Contract for House Keeping & Cleaning of Gate office buildings and Non residential buildings inside cargo jetty area..**”
Bid reference No., Name and address of the bidder.

11. Documents comprising the Bid

11.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid

i) Bid Security, Tender fee and Integrity pact Agreement be submitted in preliminary bid.
ii) Qualification Information Form and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Clause 4.

B) Financial Bid

Bill of Quantity duly filled and digitally signed by the Bidder.

12 Bid Prices

12.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

12.2 The bidder shall fill in rates of the work described in the Bill of Quantities.

12.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.

12.4 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

13. Currencies of Bid and payment

13.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

14. Bid Validity

14.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in clauses 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may 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 and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

15 Alternative proposals by bidders

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

16 Late Bids

16.1 Any bid received by the Employer after the deadline prescribed in Clause 10.2 will be considered as non-responsive.

17. Modification and Withdrawal of Bids

17.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 10.2.

17.2 No bid may be modified after the deadline for submission of bids.

17.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

18. Bid opening

18.1 On the due date and appointed time as specified in clause 20, the Employer will first open Technical bids of all online bids received including modifications made pursuant to clause 22 in presence of the bidders or their representative who choose to attend. 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 and location on the next working day.

18.2 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed

in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 19 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend.

19. Examination of Bids and Determination of Responsiveness

- 19.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4 has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.
- 19.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 19.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

20. Evaluation and Comparison of Bids

The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause 19.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price.

The estimated effect of the price adjustment conditions/ escalation of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

D. AWARD OF CONTRACT

21 Award Criteria

- 21.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

22 Notification of Award and Signing of Agreement

- 23.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Pre-acceptance Letter") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "contract Price").
- 22.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 24.
- 22.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the Successful Bidder and sent to the Employer within 14 days of award of work following the notification of award along with the Pre-Acceptance Letter. Within 21 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security (EMD).

23. Corrupt or Fraudulent Practices

23.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

24. Performance Security

Security Deposit shall consist of Performance guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in form of Bank Guarantee, or Demand Draft within 21 days (in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance / Intent which will be refunded immediately not later than 14 days from completion of contract / defect liability period.

Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of Bid Security i.e. EMD.

25. Clarifications of the Bidding Documents

25.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

**Superintending Engineer (H)
Deendayal Port Authority**

SECTION - 3

**GENERAL RULES
AND
DIRECTIONS
FOR THE
GUIDANCE OF CONTRACTORS**

BOARD OF AUTHORITYEES OF DEENDAYAL PORT

Division
Sub Division

ITEM RATE TENDER & CONTRACT FOR WORKS FOR THE GUIDANCE OF CONTRACTORS

General Rules and Directions For the Guidance of Contractors

1. All works proposed for execution by Contract will be notified in a form of invitation to tender, posted in public place and signed by the Superintending Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest-money to be deposited with the tender and the amount of the Security deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Superintending Engineer shall also be open for inspection by the Contractor at the office of the Superintending Engineer during office hours.

2. In the event of the tender being submitted by a partnership firm it must be signed separately by each member thereof or, in the event of the absence of any partner. It must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made on account of work, when executed by a partnership firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelopes.
 - 4.(A) The rate (s) and / or amount (s) must be quoted in decimal coinage.
5. The Superintending Engineer or his duly authorized assistant will open tenders in the Presence of any intending contractors who may be present at the time, and will enter the amounts of the several tender in a comparative statement in a suitable form in the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall there upon for the purpose of identification sing copies of the specification and other documents mentioned in Rule 1. in the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor, making the same without any interest thereon.
6. The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk, for any money paid by the contractor will not be considered as any acknowledgement of Payment to the Superintending Engineer and the contractor shall be responsible for seeing that Produces receipt signed by the Superintending Engineer or a duly authorized cashier.

ITEM RATE TENDER FOR WORKS

I/We hereby tender for the execution for the Board of Deendayal Port Authority for the work Specified in the underwritten memorandum within the time specified in memorandum at the rates specified therein, and in accordance, in all respects with specification designs, drawings and instruction in writing referred to in Rule 1, he and in clause II of the conditions in contract, and with such materials as are provided by and in all respects in accordance with such conditions so far as possible.

SECTION - 4

Forms to be filled and submitted with Tender documents by Contractor.

- Contractor's bid
- Prequalification of Bidders
- Specimen format for declaration
- Specimen letter of Authority for submission of Bid
- Exceptions and Deviations
- Format for Extension
- Integrity Pact Format

CONTRACTOR'S BID

Description of the works: - Two Years Contract for House Keeping & Cleaning of Gate office buildings and Non residential buildings inside cargo jetty area..

BID

TO

----- (The employer)

Address

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of _____ (in figures)_____ (in letters)

The advance payment required / not required as per rule.

{ We accept the appointment of _____ as the conciliator.
(OR)
We do not accept the appointment of _____
as the conciliator and propose instead that _____ be appointed as
Conciliator whose daily fees and biographical data are attached.
(Not Applicable, please refer Section-6) }

This bid and your written acceptance of it shall constitute a binding contract between us.
We understand that you are not bound to accept the lowest or any bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force In India namely "prevention of corruption act 1988"

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents

We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

Notes:

To be filled in by the bidder, together with his particulars and date of submission at the bottom of the form of bid.

PRE-QUALIFICATION OF BIDDERS

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to tenderers.

1. Only for individual bidders

1.1 Constitution or legal status of bidder (attach copy)

- Place of registration
- Principal place of business
- Power of attorney of signatory of bid(Attach)

2. Turnover of the firm/ JV

YEAR	TURN OVER
2019-20	
2020-21	
2021-22	
Average	

Attachments: Financial reports for the last three years; balance sheets, profit and loss statement, auditors reports(in case of companies/ corporation) etc., list them below and attach copies.

3. Similar works

Particulars	Year	No. of works	Value
Total value completed similar work as defined in the tender document during last 7 years	2015-16		
	2016-17		
	2017-18		
	2018-18		
	2019-20		
	2020-21		
	2021-22		

Attachments: Supporting documents, viz., successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "similar work" employers reserves the right to verify the information;

4. Information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name& address of port	Value of contract Rs	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion

(B) Works for which bids already submitted

Description of work	Place & state	Name& address of port	Value of contract Rs	Stipulated Period of completion	Date when decision is expected	Remarks if any

Attach certificates from the nodal officer or his nominee(s)-in-charge.

5. The following contractor's Equipment are essential for carrying out the works. The bidder should list all information requested below. **(Not Applicable, please refer Section-6)**

Item of equipment	Requirement no. capacity	Owned/leased /to be procured	No.s/ capacity	Age/condition	Remarks(from whom to be purchased)

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause. **(Not Applicable, please refer Section-6)**

4.3(e) of instructions to bidders and sub. Clause 9.1 of the conditions of contract.

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Project manager				
Discipline specialist etc.,				

7. Proposed sub-contracts and firms involved . **(Not Applicable, please refer Section-6)**

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

8. Information on litigation history in which the bidder is involved.

Other party(ies)	port	Cause of dispute	amount	Remarks involved showing present status

9. Additional information bidder may like to submit

Duly authorized to sign this authorization on behalf of (insert complete name of tenderer)

Dated on _____ day of _____[insert date of signing]

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref:

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

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

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity)

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**

(To be executed on Rs.100/- non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

We-----
----- do hereby confirm that Shri (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. ----- and his specimen signature is appended here to ..

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

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

[Specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

EXCEPTIONS AND DEVIATIONS

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr. No.	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

Note: however, the Bidders to note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

Duly authorized to sign this authorization on behalf of: [insert complete name of Tenderer]

Date on _____ day of _____
_____, _____ [insert
date of signing]

Date :

DEENDAYAL PORT AUTHORITY
Form of application by the Contractor for seeking extension of time
Part-I

1	Name of Contractor	
2	Name of Work as given in the agreement	
3	Agreement No.	
4	Estimated Amount put to tender	
5	Date of Commencement of Work as per Agreement	
6	Period allowed for completion of work as per agreement	
7	Date of Completion stipulated in agreement	
8	Period for which extension of time has been given previously	
	(a) 1 st extension vide E.E.'s No. Total extension previously given	
9	Reasons for which extension have been previously given (copies of the previous application should be attached)	
10	Period for which extension is applied for	
11	Hindrance on account of which extension is applied for which dates on which hindrance occurred and the period for which these are likely to last. (a) Serial No. : 01 (b) Nature of hindrance : (c) Date of occurrence : (d) Period for which hindrance is likely to last (e) Period for which extension required for this particular hindrance.	

	<p>(f) Overloading period if any, with reference to item.</p> <p>(g) Net extension applied for</p> <p>(h) Remarks if any Total period on account of hindrance mentioned above ---- month --- days.</p>	
13	Extension of time required for extra work	
14	<p>Dates of extra work and amount involved;</p> <p>(a) Total value of extra work</p> <p>(b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.</p>	
14	Total extension of time required for 11 & 12	

Submitted to the Sub Divisional Officer.....

INTEGRITY PACT

Between

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

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive 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 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 fromthat case
- (5) The Principal will provide to the Monitor sufficient information about all meetingsamong 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

This Pact begins when both parties have legally signed it. It expires for the Contractor

12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

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 of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

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.

<hr style="width: 100%;"/> <p>(For & on behalf of the Principal)</p> <p>(Office Seal)</p>	<hr style="width: 100%;"/> <p>(For & on behalf of the Bidder/Contractor)</p> <p>(Office Seal)</p>
--	--

Place :
Gandhidham Date
:_____/___/2023

Witness-1:
(Name & Address)_____

Witness-2 :
(Name & Address)_____

GUIDELINES ON BANNING OF BUSINESS DEALINGS

(Effective from 01/01/2023)



-- DEENDAYAL PORT AUTHORITY --
दीनदयाल पत्तन प्राधिकरण



DEENDAYAL PORT AUTHORITY

(Formerly known as Kandla Port Authority) GANDHIDHAM
- KUTCH - GUJARAT - 370 201.

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1. Introduction

- 1.1 "Board" of Deendayal Port Authority (DPA) constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act, 2021, has to ensure preservation of rights enshrined under the above Act. DPA has also to safeguard its commercial interests. DPA is committed to deal with Agencies, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of DPA to deal with Agencies who commit deception, fraud or other misconduct while participating in tenders/in the execution of contracts awarded/orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3 The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

2. Scope

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.

- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) ‘Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer’ shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer’ in the context of these guidelines is termed as ‘Agency.’
- ii) ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other;
 - b) If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
 - e) If the agencies have same authorized signatory (ies)
 - f) If they have the same address/same Permanent Account Number /same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

- iii) ‘Competent Authority’ and ‘Appellate Authority’ shall mean the following:

Area of Banning/ Suspension	Competent Authority	1st Appellate Authority	2nd Appellate Authority
Board-wide banning	HoD of the Board	Chairman, DPA	--
Banning / Suspension of business dealings with Foreign supplier of imported coal & coke	HoD's Committee	Chairman, DPA	DPA Board**

Board wide Suspension of business dealings with Agency	Officer nominated by Chairman of Board. For Department headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--
Board wide Hold on participation of the Agency in Tenders #	Officer nominated by Chairman of Board. For Departments headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--

** For Board – The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Head of the Department for “Competent Authority” for the purpose of suspension of business dealings with the Agency as well as for Board wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items / award of contracts to meet the requirement of Corporate Office only, Head of Department shall be the Competent Authority and HoD concerned shall be the Appellate Authority. The Management of Subsidiary shall define / appoint the “Competent Authority”, Appellate Authority & Standing Banning Committee in their respective cases.*

This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Department / Division.

** This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke.

- iv) ‘Investigating Department’ shall mean any Department or Division investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting / Contracting / Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the tenderer has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

Further to the suspension, the investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority to be completed within six months from order of suspension.

- 5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.
- 5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure :-
- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.

- ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:

1. Head of Finance Department,
2. Head of Department
3. Head of Law / Legal Division

The committee shall expeditiously examine the report; give its comments / recommendations within twenty one days of receipt of the reference by DPA.

- iii) The comments / recommendations of the Committee shall then be placed before DPA Board's Committee. If DPA Board's Committee decides that it is a fit case for suspension, Board's Committee shall pass necessary orders which shall be communicated to the foreign supplier by Head of Department.

- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided

such information is known to DPA;

- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7** If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

Ω No experience certificate shall be issued by Engineer in Charge / Executing Authority against the contract to the Agency found to have submitted forged / fabricated documents / indulged in corrupt/ fraudulent practices.

7. Banning of Business Dealings.

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of “Banning of Business Dealings”. However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
- i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
 - ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show- cause notice.
 - iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.
- 7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:
- a) For exonerating the Agency if the charges / allegations are not established;
 - b) For banning the business dealings with the Agency or

- c) For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.

- 7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavour should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.
- 7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.
- 7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.
- 7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.
- 7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.
 - i) Banning of the Agencies shall apply throughout the Company including

Subsidiaries.

- ii) The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 above.
- iii) The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
- iv) The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action, it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
- v) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.
- vi) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

8. Department / Division wide Hold on participation of the Agency in Tenders

- 8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents alongwith the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.
- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

- 11.1 The Board shall upload/update the list of banned agencies along with the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.
- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.
- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such

information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.

- 11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

12. Saving

Any amendment to the guidelines shall require the approval of Chairman, DPA.

X-X-X-X

SECTION 5

CONDITIONS OF CONTRACT (GENERAL)

SECTION 6

SPECIAL CONDITIONS & SPECIFICATIONS

Name of work : TWO YEARS CONTRACT FOR HOUSE KEEPING & CLEANING OF GATE OFFICE BUILDINGS AND NON RESIDENTIAL BUILDINGS INSIDE CARGO JETTY AREA.
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SPECIAL CONDITIONS AND SPECIFICATIONS OF WORKS

The following clauses shall not be applicable :

Section - 2 :

- Clause 4.1 (b), (c),(d),(f), and 4.2 (e), (f), (k), (l), 4.4, 4.5 ;

Section - 4 :

- Pre-Qualification of Bidders – Table No.5, 6 & 7
- Contractor's Bid – We accept the appointment Biographical data are attached.

SPECIAL CONDITIONS

1. The provision in special conditions which form a part of the contract shall have precedence over those specified in Conditions of Contract in case of diversity, if any.
2. Pre-acceptance letter intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the Board, having common seal of the Board. The final acceptance letter shall be issued by the Chief Engineer on non-judicial stamp paper of Rs.50/- which is to be borne by the contractor. In case, the contractor desires to have the duplicate copy of the acceptance letter, he shall have to pay an additional amount of Rs.20/- only.
3. The value of the stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution of contract and the same shall be borne by the contractor. However, if the contractor furnishes G.P.Notes or approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the contractor.
4. The stamp duty paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of pre-acceptance letter, failing which he will not be permitted to start the work.
5. The tenderers are expected to have full knowledge of the site of work and local working conditions in the Port before submitting the tenders. The port is basically an operational area dealing mainly with stacking, loading and unloading of import/export cargo and movement of traffic in or out of the port. The Engineer-in-Charge , after issue of work order will give to the contractor possession of so much of the site as in the opinion of Engineer-in-Charge may be required to enable the contractor to commence and proceed with the construction of work and will from time to time as the work proceeds give to the contractor possession of such portion of the site as may in the opinion of Engineer-in-Charge be required to enable the contractor to proceed with construction works without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the time of starting of work. No claims/disputes about idling of power machineries and hot mix plant etc. what-so-ever for handing over the site of work late for starting the work shall be entertained. The contractor while filling up their rates in the tender should consider the above aspects.
6. If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.

7. The work shall be done strictly in accordance with specification laid down in latest IRC standard, latest IS codes in practice for different building trades, in addition to the specifications given in Schedule "B" of the tender, approved plan and the instructions issued by the Engineer-in-charge from time to time.
8. The work shall be carried out in accordance with the best standards of work-man ship and to entire satisfaction of Engineer-in-Charge.
9. An site order book is to be maintained by the contractor at the site of work and orders and instruction written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having seen the same. This site order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer-in-Charge.
10. The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
11. The contractor shall have to make good all damages done by him to the nearby structures while executing the work and no extra payment shall be made to him on that account.
12. All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
13. For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
14. The notes and data furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids, coefficient of painting etc. of the materials.
15. All the labour acts; rules and regulations in force from time to time are to be followed by the contractor.
16. The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central) Adipur in case he has to engage 10 or more workers on any day during the execution of work.
17. Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.
18. All the safety rules and health measures must be adopted by the contractor while working.
19. For Item No. 1, the water will be supplied Free of Cost for cleaning of toilet blocks at various places / offices mentioned. However all necessary arrangements shall be made by the contractor at his own cost.
20. For Item No. 1, the contractor has to arrange for cleaning of Toilet Blocks, atleast thrice a day, otherwise penalty will be charged for full particular block/building at the

double amount quoted by the contractor for non-cleaning of all toilet or any part of toilet unit.

21. All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
22. Unless otherwise provided none of the permanent works shall be carried out during night, Sundays or authorized holidays without the permission in writing, however when the work is unavoidable or necessary for the safety of life, properties or works the contractor shall take necessary action immediately and inform the Superintending engineer accordingly. Cleaning to be done all the 365 days.
23. The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
24. All the tools, plants, scaffolding, ladder etc. and other machinery etc. required for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
25. The contractor has to make his own arrangement for the storage of materials at site or work.
26. Unless otherwise specifically mentioned the rates quoted for all items include for all lead and lift and no extra claims shall be entertained on this account.
27. For execution of work, contractor has to construct temporary offices, store, labour room toilet etc. at his own cost. Nothing will be paid for these purpose and on completion of the work, before handing over the site contractor has to dismantle all these temporary structure erected by him. Completion certificate will be issued only after compliance of above aspect.
28. The tenderers are not expected to make any post-tender modifications. Hence the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened if otherwise found in order.
29. **The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is not executed.**
30. FORCE MAJURE: This will be restricted to natural calamities and acts of God only.
31. While evaluating tenders regards should be paid to National Defense and Security Condition.
32. Income Tax at applicable rate and surcharge as applicable on the payment to contractor will be deducted from the payment and only net amount shall be paid for as directed by the Central Board of Direct Taxes, Ministry of Finance, and Government of India. Contractor has to furnish PAN No. along with tender.
33. Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
34. Information regarding income tax, Permanent account number (PAN), GST Registration number may be enclosed along with the documents.

35. It is mandatory to upload scanned copies of all documents including GST Registration, PAN etc. as stipulated in the bid documents. If such documents not uploaded his bid will become invalid and cost of bid document shall not be refunded.
36. The dewatering, if required to be done at any stage manually or by pumping is to be done by the contractor at his own cost, No separate payment will be made. The quoted rates shall be deemed to have included all these elements and nothing extra shall be paid to the contractor on account of dewatering operations.
37. In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so.
38. Any corrections to rates shall be supported by the tenderers signatures there against. The rates written in words shall prevail over those marked in figures where the two do not tally.
39. In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed:-
 - I) Description of schedule of quantities.
 - II) Particular specification and Special condition, if any.
 - III) Drawings.
 - IV) C.P.W.D. specifications.
 - V) Indian standard specifications of B.I.S.
40. The contractor shall have to arrange the entry permit for himself and his staff, lab ours etc. from CISF, Deendayal Port Authority if the work is to be carried out inside cargo jetty area, at his own cost as per the rules and regulation in force at that time.
41. Necessary Indian Dock Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same. The set of such conditions (regulation) is available with DPA and the contractor is required to go through it before tendering.
42. Deleted
43. Individual quantity for any tender items of work may vary to any extent as required by D.P.A.. for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.
44. The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person authority connected with bid process so as to influence the offence under the PC Act in connection with the bid.
45. The bidders shall disclose any payments made or proposed to be made to any intermediates (agents etc.) in connection with the bid.
46. The contract period is 24 (Twenty Four) months and the same can be extended for further period six months maximum. No any additional payment other than mentioned in tender item will be paid to contractor for this extended period.
47. Payment with required deduction as per contract condition shall be made on monthly basis (only one bill per month under this contract) for the items executed in the preceding month.

48. *In the event of the contractor(s) committing a default or breach of any of the provisions of the boards contractor's labour regulations and model rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the board a sum not exceeding Rs.200/- for every default breach or furnishing, making, submitting filling such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender the decision of the engineer-in-charge shall be final and binding on the parties.*
49. All the material like Tiles Cleaner, phenyl, Naphthalene balls, room spray, Gova broom, Reshmi broom, pochha, wipes etc. shall be got approved before put into use.
50. Contractor should deposit material like Tiles Cleaner, phenyl, Naphthalene balls, room spray, Gova broom, Reshmi broom, pochha, wipes etc. to the concerned engineer of work. An engineer or his represent shall issue the material as looking to the quotation of work.
51. Contractor shall bring all the material in good condition and in seal pack condition. No loose material shall be allowed in any case.
52. Contractor should deploy minimum of 2 (Two) No. of Supervisor and 22 (Twenty Two) Nos. of labours for smooth execution of work per day or daily 1st Shift and in case short supply contractor will be panelised by twice the rate of labour rate as per present month of DPA daily rated wages.
53. The time of work shall be fixed by the engineer in charge. Looking to the necessity of work, all the labours / sweepers including supervisory staff remains present as directed. No argument shall be entertained in this matter.
54. Since the work is to be carried out in office building, hence decent labour with specified uniform may be deployed.
55. The contractor shall have to clean all the internal drainage lines upto main drainage line without claiming any extra cost.
56. The contractor shall have to clean surrounding area of office buildings without any extra cost. It is part of work. No claims shall be entertained in this matter.
57. Cleaning of storm water drain outside is to be carried out as directed by Engineer-In-Charge.
58. The garbage and other dirt/pieces/items such as polythene bags, wooden pieces, plastic bottles, animal waste, stone, cloth or any other litters within the work of contractor's operation building and surrounding area will have to be picked-up by him and the same shall be put in designated bins.
59. **Arbitration Clause : -**
- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in 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 what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding

the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- '(ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

- '(iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- '(iv) It is a term of the contract that only such question and disputes as were raised during progress of 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 parties during the guarantee period after completion of the work.
- '(v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- '(vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the 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 Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- '(vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- '(viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- '(ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- '(x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- '(xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- '(xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- '(xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

- 60. A bill shall be submitted by the contractor each month on or before the date fixed by the engineer-in-charge for all works executed in the previous month and the engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expire of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the engineer-in-charge may depute within seven days the date fixed aforesaid, subordinate to measure up the said work in the presence of the contractor whose

counter signature to the measurement list will be sufficient warrant and the engineer-in-charge may prepare a bill from such list.

61. The contractor shall submit all bills on the printed form to be had on application at the office of the engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.
62. The Bank Guarantee submitted towards Security deposit should be of any Nationalized / Scheduled (Except Co-Operative Banks) Bank having its branch at Gandhidham.
63. Deleted.
64. The Contractor shall affix seal along with signature in the Tender, failing which the bid / Tender will be considered as non-responsive and be liable to discharge.
65. All payments to contractors shall be made direct to the bank account of the contractors for which necessary details shall be furnished by the contractor including PAN.
66. Tenders with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.

67. Special Conditions for Environmental Protection

- The Contractor(s) shall strictly follow up the environmental rules as per the Environmental (Protection) Act 1986 while execution of work.
 - All constructions materials i.e. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric materials as directed by Engineer In Charge.
 - The contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
 - Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
 - Emission of NO₂ and SO₂ shall be maintained within the work as per International Regulations.
 - To prevent and minimize vibration and noise levels from machineries / vehicles during removal of civil wastes contractor(s) shall take the remedial action to minimize noise pollution.
 - Provide adequate silencers attached with all vehicles and machines.
 - Install suitable mufflers on engine exhaust and compressor component.
 - The diesel generators set shall be used of noise less.
 - To contractor(s) shall stacked/stored the construction materials at adequate distance from coastal area.
 - The contractor(s) shall provide the barrier to prevent the construction materials from mixing up with surface / ground water.
 - The contractor shall discharge Waste generated during construction work as per CPCB/GPCB regulations.
68. Each and every running bill will be released after satisfactory report / certificate from Supervisor/ In-charge / designated officer posted at each location of gate / office building.

69. INTEGRITY PACT

- 74.1 The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (As per Appendix), **Shri S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chaudry, IAS (Retd.)**, has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under:

1 Shri S.K. Sarkar, IAS (Retd.)
B-104, Nayantara Aptt.,
Plot 8 B, Sec-07, Dwarka,
New Delhi – 110 075.

2. Shri Saurabh Chaudry, IAS (Retd.)
A-9, Sector – 30
Noida (U.P.) – 201301
Mobile No.9871322133

- 74.2 Scanned copy of pre- contract Integrity Agreement duly signed by bidder & witnesses (as per appendix) is to be uploaded along with the EMD and Tender Fee in preliminary bid. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.
70. Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute / claim what so ever so long as the total amount of such variation does not exceed plus or minus 30% of the total contract value awarded.
71. In case of delay in completion of contract, liquidated damages (LD) may be levied at the rate of 1/2 % of the contract value per week or Port there of subject to a maximum 10% of the contract price.
72. The contractor shall invariably quote the rate considering the minimum wages of labour as per guidelines of CLC / ALC. If the rates are not quoted as per minimum requirement of CLC / ALC norms, the bid shall be treated as irresponsible and will not be considered.
73. All the rules and regulation governing by DPA shall be applicable.
74. **GST REGISTRATION**
- While submitting tender, INCOME TAX PAN, GST Registration has to be mentioned. The GST Registration No. should invariably be mentioned in the bid/tender/quotation, failing which the bid / tender / quotation will be considered as non – responsive and be liable for discharge.
 - Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
 - Information regarding income tax, Permanent account number (PAN), GST Registration number may be enclosed along with the documents.
 - The contractor has to quote for the GST Registration No. invariably failing which bid will be liable to be rejected and discharged.
 - It is mandatory to upload scanned copies of all documents including GST Registration, PAN etc. as stipulated in the bid documents. If such documents not uploaded his bid will become invalid and cost of bid document shall not be refunded.
 - Certificate of registration of valid GSTIN, PAN etc. and acknowledgement of up to date filed return if required.
 - The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
 - TDS @ 2% on GST will be deducted at the time of payment of bill.
 - Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier.
75. The area under development /execution is operational area and with very high traffic volume. So unnecessary hard core barricading all around the area considered will be

done prior to starting any activity on site. Complete site area is barricaded by way of necessary iron barriers, display sign boards, red lights to restrict entry on night and strong barriers are provided to reduce chance of any accident.

76. Contractor shall provide Daily Inspection Report from the concern users of office/ toilets of satisfactory workmanship.
77. One Full Time Tractor with Trolley shall remain present during the shift time at Site with Driver and a Sanitation health worker and shall dispose off the collected wastes at the dumping site as directed by Engineer in charge. The minimum size of tractor trolley shall not be less than 3.3m x 1.8m x 0.45m.
78. Contractor shall deploy gully emptier for collecting and disposing of waste sludge from Septic tanks as per direction by Engineer in charge.
79. Proper care should be maintained while providing Anti larval treatments by Fenthion and shall be applied as per the Guidelines of Government's Health Department . Proper techniques/ methods to be strictly followed For application of Fenthion or any other Chemical suggested by DPA/Public Health Office (PHO) Kandla. The application of Chemical may be by Hand Equipment or may be by Vehicle mounted power equipment.
80. Fogging shall be carried out inside & Outside/Surrounding of Non-Residential Buildings located inside Cargo jetty area as per direction of PHO Kandla and as per the Guidelines of National Vector Borne Disease Control Programme, Directorate General of Health Services, Ministry of Health & Family Welfare, Government of India.
81. Rodent management are to be carried out in Office Building and Other Non residential building of Port area as per the direction by The Public Health Officer, Kandla or EIC . The Contractor shall be required to obtain Satisfactory Performance Certificate from PHO Kandla for the item no. 4, 5 and 6 of the Bill of Quantity of the Tender. After receiving such Certificate, the Payment for item no. 4, 5 and 6 shall be made.
82. The Contractor shall carryout work as per Specifications and Time line failing which notice will be issued and after 3 notices, if performance not found satisfactory, the contractor will be debarred for participating in new tenders of Civil Engineer Department for period of two years.
83. The rate quoted by contractor shall be realistic. During the evaluation of tender, if rates quoted by the contractor are found unrealistic, the tender shall be considered will be non-responsive and Engineer in charge reserves right to the cancel the bid, no any correspondence shall be entertained in this regard.
84. Labours deployed by Contractor shall be paid their wages directly through Bank in their respective account positively on or before third working day of each month by the contractor and it will be contractors responsibility to open accounts of labours if necessary and copy of same shall be submitted in this office every month. Further, the contractor shall ensure that the payment made to the labours shall not be less than the minimum wages as notified by CLC website time to time.

85. If the similar work is executed as sub contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt. / Public Sector Officer in case work belongs to the Govt./Public Sector, or from the owner of the Project in case work belongs to private organization. Also the completion certificate /form 3A authenticated by concern Govt. / Public Sector Officer or owner of the project shall be uploaded alongwith TDS certificate deducted from the particular work issued by the competent authority shall be submitted along-with bid submission.

Contractor

Superintending Engineer (H)
Deendayal Port Authority

SECTION – 7

BANK GUARANTEE

BANK GUARANTEE
SPECIMEN BANK GUARANTEE SECURITY DEPOSIT
(To be executed on Rs.300/- non-judicial Stamp Paper)

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 as (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authorities of the port of [insert name of port], its successors and assigns) having agreed to release advance payment to _____ (hereinafter called the "contractor")

(Name of the contractor/s)
under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)
Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby
(Name of Bank) (Name of Branch)

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board starting 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 the contractors 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.

3. We, _____, undertake to pay to the
(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) 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 a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)

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

(Name of the user department)
of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be 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.

5. We, _____ further agree with the Board that the (Name of Bank and Branch)
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 contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors 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 contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____only);
- (b) This Bank Guarantee shall be valid upto _____ ; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."
- Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

SECTION – 8

AGREEMENT

A G R E E M E N T

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021, having its Administrative Office Building at Gandhidham (Kachhh) (hereinafter called the 'Board', which expression shall unless excluded or repugnant to the context, be deemed to include their successors in office of the one part and M/s. _____ (hereinafter called the 'contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Board is desirous of carrying out the work of
“ _____ and whereas the contractor has offered to execute and complete such works at a total cost of Rs. _____.

AND WHEREAS the contractor agreed to deposit the Security Deposit as follows for the due fulfillment of all the conditions of the contract.

Bank Guarantee amounting to Rs. _____ equal to 3% of Contract value

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following shall be deemed to form and to be read and construed as part of this agreement relating to the said work, viz.
 - a. Notice Inviting Tender. (Page No. _____ to _____)
 - b. The tender submitted by the contractor including Schedule “A’ & “B” (Page No. _____ to _____)
 - c. General Rules and Directions for the Guidance of tenders. (Page No. _____ to _____)
 - d. Schedule of Drawing (Page No. _____ to _____)
 - e. General and Special Conditions of the Contract (Page No. _____ to _____)
 - f. The specification, designs and methods of construction (Page No. _____ to _____)
 - g. The schedule of items of work with quantities and rates. (Page No. _____ to _____)
 - h. Correspondences exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by manual consent (to be enumerated) (Page No. _____ to _____)
 - i. Work order No. _____ issued vide letter No. _____ (Page No. _____ to _____)
 - j. Additional drawings, specifications and written instructions when issued by or approved in writing by the Engineer-in-charge. (Page No. _____ to _____)

All the disputes related to the subject contract shall be resolved through a conciliation committee / councils comprising of independent subject experts

3. The contractor hereby covenants with the Board to complete and maintain the said works to the satisfactions of the Board in conformity in all respects in accordance with the provision of the said Contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work “The Contract Price” at the time and in the manner prescribed by the said Contract.

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

M/s. _____

Witness (Name, signature, address)

- 1) _____

- 2) _____

Signed, sealed and delivered by
Shri V. Raveendra Reddy, Chief Engineer on
Behalf of the Board in presence of

Chief Engineer (H.O.D.)
Deendayal Port Authority
For and on behalf of the Board of
Deendayal Port Authority

Witness (Name, signature, address)

1) -----

2) -----

H.O.D. & XEN)

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

Secretary
Deendayal Port Authority

SECTION – 9

BILL OF QUANTITY