



**DEENDAYAL PORT AUTHORITY**

ISO 9001:2008 | ISO 14001 | ISPS Compliant Port



Office of Asst. Manager (Finance),  
1<sup>st</sup> Floor, A. O. Building, Offshore Oil  
Terminal, Vadinar, Pin Code 361010.  
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No.: FA/TAX/PROF.SER./2025-26

Date: /07/2025

**EXPRESSION OF INTEREST [EOI] for "Professional Services for carrying out assignment as to all Taxation, Accounts and Audit Works of OOT, Vadinar for 03 (three years)."**

(This EOI is issued to elicit Expression of Interest from the Chartered Accountant's Firms based at Jamnagar, Gujarat and interested in the work and does not constitute any binding commitment from the Deendayal Port Authority to proceed with the work or invite any or all the parties in the subsequent bidding process. The Open Tenders will be issued subsequently on GeM Portal.

Asst. Manager (Finance), DPA invites Expression of Interest for the work of "Professional Services for carrying out assignment as to all Taxation, Accounts and Audit Works of OOT, Vadinar for 03 (three years)" from the reputed Chartered Accountant's firms based at Jamnagar, Gujarat who have executed similar work in Government/public sectors and other leading private organizations. The Expression of Interest (EOI) documents containing details of Scope of Work and Technical Specifications are enclosed herewith.

The interested firms are requested to submit their expression of interest for the said work in BOQ format as enclosed at Annexure I. The completed EOI (Expression of Interest) shall be submitted to the office of the undersigned on or before \_\_/\_\_/2025. A soft copy of EOI is also acceptable through e-mail Ids : [asstmng.fin.oot@deendayalport.gov.in](mailto:asstmng.fin.oot@deendayalport.gov.in) & [dptfinanceoot@gmail.com](mailto:dptfinanceoot@gmail.com).

Asst. Manager (Fin)  
Deendayal Port Authority

## **Section A**

### **Scope of work**

(A) <u>GST MATTERS</u>		
1. General matters		
i.	To <b>familiarize with the existing system</b> of collection of GST, recording / storing / filing of such data and recommend required changes.	
ii.	<b>Digital Filing of GST returns</b> of all the types from <b>GSTR 1 TO GSTR 11</b> required and amended from time to time, within due dates on the common portal provided by GSTN.	
iii.	To <b>obtain necessary details</b> for GST payable from the concerned Department/Division.	
iv.	<b>Identification of availability/ non-availability</b> of CENVAT/ Input Tax credit on all the work orders/contracts/supply orders as per provisions of GST.	
v.	To do <b>reconciliation of GST with books of DPA</b> and coordinate with the various concerned departments / sections concurrently on GST and TDS related matters.	
vi.	<b>Sharing data</b> to all the consultants, if required with due permission of Asst. Manager [Fin.][OOT].	
2. Monthly tasks		
i.	Verification of correctness of GST	To verify and work out the correctness of <b>GST collected</b> or due to be received/ <b>GST payable under Reverse Charge Mechanism</b> on the payments on which it is applicable and availing of eligible <b>CENVAT / Input Tax Credit</b> and guiding on the GST payment / availment of credit etc. as per GST provisions.
ii.	Monitoring of GST Electronic Ledger	To keep a <b>close watch</b> on the <b>credits</b> in the <b>DPA's Electronic ledger</b> on GSTN portal and <b>proper and timely availment of ITC and</b> reconciliation of unclaimed

Signature of the Party

		ITC.
iii.	Monitoring of GST on payment collected through banks and uploading of Tax invoices into einv.cleartax.in	To collect details of <b>payment received</b> in Bank Account and towards <b>various services</b> provided by DPA or land allotted on day to day basis and <b>upload the Tax Invoices into einv.cleartax.in</b> by collecting data from divisions.
iv.	Verification of GST Rates	To verify whether proper GST has been <b>recovered / paid</b> at the <b>rates prescribed</b> under the provisions of GST law / rules for each category of receipt / payment from original source.
v.	Preparation of Self Invoices for GST	To prepare self-vouchers for the payments to be done under Reverse Charge Mechanism along with the payment voucher itself by using Clear Tax software / any other software provided by the management / ERP as and when operationalized.
vi.	GST TDS	To verify the correctness of GST TDS and its timely remittance and monthly reconciliation with DPA's books of accounts.
vii.	GSTR 2B	To collect all the Tax Invoices from respective parties as per the details reflected in GSTR-2B and to rectify the same.
viii.	Reconciliation of GST Turnover	Monthly reconciliation of GST Turnover as per DPA's books of accounts and identification of exempted Turnover.
ix.	Reconciliation of GST collected/paid	To prepare monthly reconciliation of GST collected/paid with the figures in the books of Accounts of DPA including bifurcation of SGST, CGST & IGST.
		<b>Reconciliation of e-invoices</b> so generated with invoices

		of DPA & GSTR-1 on monthly basis and also to be shared to stakeholders.
		To prepare a list showing <b>taxable and non-taxable</b> services considering the overall income and expenditure as reported in Books and <b>reconciliation of amount of GST</b> in its books vis-à-vis as shown in returns.
<b>3. E-Invoicing &amp; E-way bills</b>		
i.	Generation of e-invoices / and assistance in E-way bills	Collection of data from the respective departments for e-invoicing and coordinating with departments.
		Generation of e-invoices using clear-tax software / any other software/ ERP provided by DPA for the same including punching data in prescribed format as per prevailing rules / guidelines framed by CBIC following amendments made from time to time.
		Uploading same for e-invoicing in software on daily basis as per prevailing rules / guidelines framed by CBIC following amendments made from time to time.
		To assist in ensuring the compliances towards E way bill.
ii.	Credit/Debit notes	Identify the cases where Debit/Credit notes are to be issued.
		Issuance of Debit/Credit notes on timely basis in the prescribed format and correct accounting thereof.
		Transfer of GST credits from one GSTIN to another GSTIN through common portal on the basis of Debit/Credit notes.
iii.	General Points related to E - Invoicing	Sending e-invoices to respective departments on daily basis by arranging invoices party-wise and / or in other format as required by departments.
		Reconciliation of e-invoices so generated with invoices of DPA & GSTR-1 on monthly basis and also to be shared to

		stakeholders.
		Sending e-invoices to respective departments on daily basis by arranging invoices party-wise and / or in other format as required by departments.
		To carry out other ancillary work related to e-invoicing as per direction of A.M. [Fin.][OOT].

#### 4. Audits/ Appeals & Appearances

i.	Departmental Audit	To liaise and <b>coordinate with GST Department</b> during the course of Departmental Audit and associate in <b>CERA / Local Audit</b> conducted by GST Department as and when undertaken by the Department, till its completion and furnish the replies to their queries/supply the requisite data/information sought by them.
ii.	Expert Opinion	To make available <b>expert opinion on GST matters</b> and <b>drafting replies</b> on the notices relating to GST matters including <u>follow-up and providing guidance to concerned division for proper reply.</u>
iii.	Filing and appearances	Filing of petitions, drafting of reply to notices, appeals with <b>commissioner / CESTAT</b> or any Tribunal / <b>High Court / GST council and Advance ruling applications</b> and appearance directly on behalf of DPA. Any incidental expenses incurred in actuals shall be reimbursed on production of vouchers in name of DPA.

#### 5. Records under GST Laws

i.	To review the process and reports generated through DPA's existing software and ERP as and when made operational from TDS and GST compliances view point and suggest measures for automation.	
ii.	To <b>maintain the records</b> which is not covered under the maintenance of accounts such as separate ITC register GSTIN wise. Records & register of inward supplies on	

	which RCM is applicable u/s 9 (3) / 9 (4). Tax rate wise records and other documents as listed in section 35 with rules 56 to 58 CGST Act & other incidental records specified / issued in rules and notifications presently and during the currency of order.
<b>6. Specific Conditions</b>	
i.	The firm has to <b>work in close coordination with</b> A. M. [Fin.][OOT]/ in- charge of Finance Division, Off Shore Oil Terminal Department, Vadinar.
ii.	The firm also has to work in <b>coordination</b> with the <b>Tax Consultant</b> engaged by Deendayal Port Authority, Kandla / Gandhidham and with <b>Sr. AO [CDC], AO [Tax], AO [A/Cs] and AO [W/A], GST Nodal Office of DPA.</b>

## **(B) TDS MATTERS**

<b>1. General</b>	
i.	To <b>familiarize with the existing system</b> of <b>deduction of TDS</b> from various categories of payments, <b>collection of basic data</b> of all payees/deductees and also study system of <b>recording / storing / filing</b> of the data and to verify the existing procedure and practice as to preparation and maintenance of TDS & TCS records.
ii.	The firm shall <b>provide soft copies of all the details</b> related to TDS, monthly, quarterly and annual return of TDS and any other details required by DPA in connection with the assignment.
iii.	To <b>suggest any other changes</b> for better compliance of Income Tax provisions related to TDS recovery and its remittances. To provide proper guidance on following of TDS deduction on transactions of DPA.
iv.	The firm has to <b>circulate various amendments</b> in respect of Income Tax made in Finance Bill along with tax saving avenues applicable to employees / officers every year so as employees / officers can plan about Income Tax.
v.	To <b>advise to the employees</b> of DPA regarding various provisions of Income Tax Act relating to filing of return of Income, if asked for.
vi.	To file <b>revised/corrected</b> TDS/TCS returns as and when required.

vii.	To prepare reconciliation statement required under the CGST/SGST/IGST Act and to <b>issue of Certification</b> as required under the Act.
<b>2. Monthly</b>	
i.	To prepare and file income tax & GST returns (including revisions and rectifications as may be required) as per para F of the Scope of work.
ii.	To verify and ensure that <b>tax has been deducted/collected</b> at source at the rates prescribed from time to time by Income Tax Department for each category of payment from original source / payment vouchers.
iii.	To <b>ensure category wise remittance of TDS/TCS</b> in the prescribed forms within the specified time limits.
iv.	Making <b>recovery of actual tax due</b> on monthly basis from the <b>employees' salaries</b> and checking of all tax calculations of employees on account of payment of salary / wages and other allowances payable to them and also on the basis of details furnished by them about savings etc. in Form 12-BB or otherwise and arriving of total taxable income and exact amount of tax due and its proper recovery and remittances to Income Tax Department in due time. DPA will provide USER ID and PASSWORD of DPA's payroll system in order to make necessary entries into the system.
v.	The firm will <b>carry out time to time reconciliation</b> of TDS paid on <b>expenditure booked</b> on accrual basis and <b>subsequent recovery</b> of TDS from the party / contractor/bidder.
vi.	To prepare the monthly output tax liability of income tax TDS & GST and claim of input tax credit including exercise of <b>matching of input tax</b> credit as per form <b>GST 2A</b> with the accounts.
<b>3. Quarterly</b>	
i.	To <b>file TDS/TCS returns within prescribed time limit</b> as per provisions of Income Tax Act as per Para F of the Scope of work.
ii.	To <b>verify from NSDL / Income Tax website</b> whether the return has been uploaded properly in all respects and duly accepted and details of all the deductees

	whose TDS has been deposited is appearing in the TRACES website. If not, then make the lapses good, without any additional professional charges.
iii.	<b>Reconciliation of Tax Deducted at Source</b> by the port users as appearing in the books of accounts of DPA and corresponding figure appearing in the Form 26AS and bringing out the amounts not reflecting / short reflecting in the Form 26AS. Also the defaulting port users have to be identified and issued notices on behalf of DPA.
<b>4. Assessment and Audit</b>	
i.	The consultant is also required to have <b>liaison with Income Tax Department</b> for assessment of TDS / TCS returns, so filed by consultant.  In case any <b>demand</b> is raised by Income Tax Department against the individuals / officials / private parties / port users etc. of DPA in connection with <b>short deduction</b> of TDS by DPA <b>or any error</b> in Form 26 AS, the same has to be <b>attended by the consultant and rectify</b> the same in consultation with Income Tax Department, <b>free of cost</b> in all such cases, irrespective of the demand note date / financial year to which it pertains and not limited to the financial years covered under the assignment.
ii.	The firm has to reply to notices issued by the Income Tax Department in respect of TDS / TCS matter and if required, appear before the appropriate authority on behalf of DPA for which no additional fees shall be paid.
iii.	Consultant has to be <b>present during the Audit</b> / visit undertaken by Income Tax Department and assist to DPA to reply all the queries raised by them.
<b>5. Yearly</b>	
i.	The consultant is also required to provide Form-16 / 16-A / 27D and statement of payment / deduction made by DPA in respect of all employees / firm.
ii.	To verify, the procedure as to issuance of TDS certificates to various deductees and issuance of TDS certificates to all concerned through TRACES website or as amended from time to time for this purpose, within the prescribed time limit.  The firm should remain in touch with DPA's tax auditors, internal auditors, Account Officers, Divisional Accountants) and Superintendent (Accounts) and co-ordinate with them in all such matters.



iii.	To strictly monitor the tax calculation including preparing and checking of the Form 16 of all the employees of DPA and tallying with the salary bills of all the employees at the end of the year while preparing the salary of March. The firm is also responsible to match the same with the TRACES site and remove the all difficulties in case of not matching without any additional professional charges.
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## 6. Specific Conditions

i.	In case of any <b>defects in filing</b> the TDS / TCS return, <b><u>the interest and penalty for such payment will be borne by the successful bidder</u></b> and no additional payment will be made by DPA in this regard including cost of filing of revised return. <u>This will be maximum of 10% total contract price as quoted by the firm.</u>
ii.	All the errors relating to the TDS deduction, filing of return, errors appearing on the TRACES site, dealing the notices from the Income Tax Department for the lapses in filing of the return and keeping and maintaining the record at the DPA office will be the responsibility of the firm. The <b>record</b> will be <b>maintained as requirements of Income Tax Authority</b> and as per the <b>directions of FA&amp;CAO</b> or any other officer, authorized by FA&CAO in this regard.
iii.	The necessary correspondence with the Parties has to be made by the CA firm for issuance of TDS certificates on behalf of DPA with the parties who fail to issue TDS certificates in time. The status report for such outstanding TDS certificates has to be submitted by CA firm for every month to DPA including issuance of monthly reminders to all Concerned Parties. However, postage cost will be reimbursed on submission of proof of payment.

## (C) **DAY BOOK MAINTENANCE**

i.	<b>Maintenance of daybook on day to day basis</b> at Vadinar by entering all receipts and payments.
ii.	All the transactions are to be <b>recorded code-wise</b> as per the codification system of DPA and duly verified from the list of codes provided by the department.
iii.	Day to day <b>reconciliation of all the receipts and payment</b> transaction with bank statements need to be done and un-reconciled items to be reported to A. M. [Fin.][OOT] on daily basis.

iv.	Preparation of <b>monthly Bank Reconciliation Statement</b> of all the Bank Accounts and Investment Accounts and submission of the same to A. M. [Fin.][OOT], AO [Accounts], RAO and Internal Auditor.
v.	<b>Maintenance and finalization of Accounts</b> on monthly / yearly basis is to be carried-on.
vi.	To prepare a <b>monthly reconciliation of lease rent of the land</b> and other non-residential buildings in-consultation with respective Divisional Officer.
vii.	<b>Form-48 billing</b> in respect of Port employee / Private / Government etc. and follow up of clearance of outstanding dues with the Division/ Departments/ parties and <b>other works as directed by A. M. [Fin.][OOT]</b> .
viii.	<b>Interest accrued and TDS accounts to be reconciled</b> on monthly basis.
ix.	Co-ordinate and <b>liaison with RAO for independent confirmation</b> of balances of banks and investments.
x.	Work in <b>close co-ordination with A. M. [Fin.][OOT]</b> for other incidental works.
xi.	Whenever the ERP system is implemented, <b>co-ordinate with ERP team</b> for seamless transition of work into ERP system including reconciliation of books of accounts maintained in existing system with ERP on monthly, yearly basis and as per requirement of DPA.

**(D) Auditing of various tender documents, billing and preparation of Budget**

i.	Scrutiny / auditing of Running Accounts Bills / Final Bills and other payments, with respect to quantity in the estimate, minimum wages fixed by Government and tender/ contract conditions from time to time, etc. to be done by the firm.
ii.	Scrutiny of various vessel and cargo related bills prepared based on the data received from Shed Master [Traffic Section].
iii.	Firm has to maintain code-wise budget, expenditure update based on the bills cleared / cash book.
iv.	Firm has to verify the Revised Budget Estimate and Budget Estimate received from the divisions and prepare Income Budget and other Budget pertaining to Finance Division.

**(E) Activities to be undertaken after SAP implementation in DPA**

i.	To reconcile the GL code of the Company in SAP system with Income Tax Authority with respect to TDS, TCS, Advance Tax, Demand, refund due etc. time to time and submit a report for necessary adjustment/rectification in accounts, and take up the matter with the Income tax authority if any discrepancy found.
ii.	To coordinate with SAP developers in validating the patches incorporate in SAP as and when changes/amendments brought in Income Tax Act
iii.	To reconcile the GL code of the Company in SAP system with GST Authority with respect to Demand, Refund due etc. time to time and submit a report for necessary adjustment/rectification in accounts, and take up the matter with the GST authority if any discrepancy found.
iv.	To perform reconciliations on periodical basis between balances as per GST Portal and Books of accounts in SAP.
v.	To carry out GST clearing in SAP as per GSTR3B abstract on monthly basis.
vi.	Upon implementation of SAP system in the Port the existing manpower requirement will be reviewed for reduction of staff etc. as per actual requirement, as such accordingly the contract amount will get reduced proportionately after assessment of the work requirement.

## (F) RETURNS

### TDS/TCS RETURN

Form	Particulars	Frequency
24Q	Salary payments return	Quarterly
26Q	Non-Salary payments return	Quarterly
27EQ	TCS Return	Quarterly

### GST RETURNS

Form	Particulars	Frequency
GSTR 1	Statement of Outward supplies	Monthly
GSTR 2 A	Statement of Inward supplies	Monthly
GSTR 3B	Monthly return of outward & inward supplies	Monthly
GSTR 7	Monthly return for TDS	Monthly

Signature of the Party

GSTR 9		Annual Return	Yearly
<b>GSTR 2 / 2B / 3 or any other returns as and when notified.</b>			
<b>(G) <u>General matters</u></b>			
i.	Backup	Backup of all the data such as reports/returns/invoices & E-invoices/self-invoices / notices / replies / responses filed on the Income Tax / GST portal or with Income Tax / GST Authorities and Appellate authorities should be maintained and preserved electronically for 10 years and should be made available immediately whenever demanded by DPA's management.	
ii.	Notices/Demands received after end of engagement.	All notices / demands / queries raised by the Income Tax / GST department pertaining to the period of engagement shall be attended and resolved by the successful bidder without any additional financial implications.	
iii.	Quantum of work	The approximate Nos. of Vouchers will be 300 Per Month, Vessel and Cargo related bills of 350 nos. per month and the approximate Value of GST to be collected / paid on monthly basis will be Rs.7 to 8 crores [Seven to Eight Crores]. Similarly, the approximate Number of Employees will be 30 [Thirty Only] and the approximate payment on account of pay, allowances and other payments on monthly basis will be approx. Rs.8 Crore (Rupees Eight Crore). This will also include vouchers relating to other payments including Leave Encashment, other payments to employees attracting income tax, as well as works contracts and miscellaneous expenditures on which GST / TDS / other taxes from time to time may also be attracted and this aspect has to be taken care by the TAXATION firm.	

Signature of the Party

		<p>The number of vouchers and amount shown in the clause as above is approximate and the firm, if required, may visit Offshore Oil Terminal Department, Vadinar (which is approx. 60 k.m. away from Jamnagar City) before to ascertain the quantum of work involved before quoting the rates. Any disputes after issue of work order will not be entertained and in case of dispute, the firm will be blacklisted for a period of 3 years and the Security Deposit/ performance guarantee will be forfeited.</p>
iv.	Resolving queries / issues	<p>It will be responsibility of the CA so posted to comply all the query related to the work assigned by Port in-consultation with their respective authority and furnish the reply to Accounts Officer within stipulated time period also to resolve all the issues related to taxation with the respective departments irrespective of age of the issue.</p>
v.		<p>Any other incidental work as directed by A.M. (Fin.) (OOT) &amp; Sr. A.O. (CDC).</p>

## **Section-B**

### **Commercial & Special terms and conditions**

#### **1. Method of Evaluation of Bids**

The bids shall be invited on GeM Portal. The bidder shall get acquainted with the GeM bidding as well as other General Terms & Conditions, special conditions and Buyer Added Special Terms and Conditions provided in this document.

#### **2. Disqualification**

Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

### **Commercial Terms & Conditions**

#### **3. (A) Payment terms:**

- After submission of invoice, monthly payment will be released by A. M. [Fin.][OOT], Vadinar & Nodal Officer, after deducting statutory taxes, security deposit, and other deductions as per the terms and condition of the limited tender. GST will be reimbursed as applicable. The payment shall be made only after submission of proof of attendance of staff duly vetted by A. M. [Fin.][OOT] with each bill.
- The amount payable per month shall be made as per amount arrived at in **Column 3 of Price Bid Section C.**

#### **(B) Billing method:**

- (A) The firm has to raise the monthly invoice/bill in the following manner: -
  1. 50% of the monthly bill to be raised by the firm after successful filing of monthly returns (GSTR-1, GSTR-3B and other returns as notified by the government) and after completion of monthly task as well as relevant tasks of quarterly, yearly given in the scope of work for the respective month.
  2. Remaining 50% of the monthly bill will be accepted by DPA after monthly GST reconciliation with books, e-invoices reconciliation with books, GSTR-1 & 3B, submission of TDS reconciliations and reports submissions as per scope (A) GST matters 2 & 3 and (B) TDS related matters.

(Note: bills for the above for the month of March will be processed only after the completed GST reconciliation with books for the respective financial year has been submitted by the consultant. Bill for the November will be released only if the same is accompanied with draft GSTR-9 & GSTR-9C and bill for the month of December will be released only if the same is accompanied with final GSTR-9 & 9C.)

#### **4. Taxes:**

##### **(a) GST Clause:**

The bidder shall quote the price exclusive of GST. The bidder shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the bidder.

Contractor/service provider/supplier etc. has to ensure timely & proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input credit due to failure of part of the contractor/service provider/supplier etc., it will be a financial loss to DPA & therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

##### **(b) Deduction of Income-Tax and GST:**

- Income-Tax deductions and surcharge and GST+TDS under GST Act as applicable thereon shall be made good while making payments due to the bidder for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
- The rates quoted (except GST) by the bidder shall be deemed to be inclusive of the taxes, duties etc. which the bidder will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
- Any dues arising out of failure on the part of the bidder to carry out any obligation under the contract shall be deducted from the bills of the bidder or from any money due to the bidder from this contract or any other contract.
- DPA reserves the right to withdraw and change or vary any part thereof at any stage. DPA also reserves the right to disqualify any bidder, should it be so necessary at any stage.

#### **7. Termination:**

DPA reserves the right to terminate the services of the CA firm at any time by giving notice for a period of 30days (a) in the event of two defaults in any of the activities given in the Scope of Work at Section A and /or (b) non deployment of staff as per the tender in any of two months during the contract period. In the event of termination of contract, the Security Deposit will be forfeited as well as the firm will not be allowed to participate in any of the tender issued by DPA for a period of three years. In the event of termination of contract, the firm is bound to transfer/handover all the data generated by the firm towards completion of assigned activities till the date of termination to DPA in the format desired by DPA.

## 8. Penalty:

- In case of any interest / penalty is imposed by the Income Tax Department due to less deduction of Income Tax or misappropriation of entry into Income Tax Site, the same will be recoverable from the consultant to make good to such individuals / officials.
- In case any penalty / fine is imposed by GST department for any non-compliance / violation by DPA due to the failure on the part of the consultant, the entire amount of such penalty / fine will be recovered from the monthly bill of the successful bidder.
- In case of unauthorized absence of any staff (i.e. without the written approval of the Tax Nodal Officer of DPA and A.M.(FIN.)(OOT)) a penalty of Rs.500/- day for Intermediate CA / ICWA Or M. Com / B.com/ MBA(Fin.)/ BBA and Rs.1000/- day for CA respectively will be recoverable by DPA.
- In case non-availment of ITC within the allowed time period, the firm will be responsible for making good such losses failing which it will be adjusted from the payment/deposit due to the firm.
- Any dues arising out of failure on the part of the bidder to carry out any obligation under the contract shall be deducted from any money due to the bidder under this contract or any other contract.
- (Note: The maximum amount of penalty that can be levied will be maximum 10% of the contract value.)

## 9. Contract period and extension:

- The work is to be carried out for a period of 03 (three) years from the date mentioned in the work order.
- The contract may be further extended by one year on mutual consent at the same Rates, terms & condition and after getting the satisfactory performance certificate by A. M. [Fin.][OOT].

## 10. Performance Security:

Successful Bidder has to submit the Performance Security of amount equivalent to 10 percentage of the total contract value for the first year which should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of first year through FDR / Insurance Surety Bond (Format as per **SECTION E**) or Bank Guarantee (Format as per **SECTION F**) from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Jamnagar / Jam Khambhaliya or NEFT/RTGS or online payment. For the said purpose, the below mentioned account details to be used :

Beneficiary name : Deendayal Port Authority  
Account No. : 325310100002572  
IFSC Code : BKID0003253  
Bank Name : Bank of India  
Branch address : DEENDAYAL PORT AUTHORITY STAFF COLONY,  
SHOPPING CENTRE NO. 5, VADINAR 361010.



The performance security of the first year will be refunded upon receipt of performance guarantee of amount equivalent to 10 percentage of the total contract value for the second year in the last month of the first year of contract period and after completion of all contract obligations including filing of all returns in all respect, issuance of Form 16/16A within specified time as provided in Income Tax Rules and filing of the revised return if any based on the notices of the IT authorities due to mistakes and faulty return(s) filed in the first year of contract period in the subsequent years for which no extra money will be paid. The same methodology shall be followed for submission of performance security for third year and release of performance security for second year.

#### 11. Confidentiality:

The successful bidder and his staff shall ensure the complete confidentiality of the information pertaining to DPA accessed during the course of assignment and for this purpose the bidder has to execute a **Non-Disclosure Agreement** with DPA a format of which is placed at **Section D**. Further the successful bidder shall also ensure **maintaining confidentiality** in the use of DSC and ensure its safety and security.

#### 12. Manpower requirement:

All the following manpower has to be mandatorily posted Physically at Off-Shore Oil Terminal, Vadinar on all working days except qualified Chartered Accountant who shall attend the Vadinar Terminal Office at least for 6 days in a month. Presently, there are 05 working days from Monday to Friday in each week.

Sr. no	Particulars of Staff	Nos. to be deployed	No. of days of deployment per month
1.	<p>Qualified Chartered Accountant</p> <ul style="list-style-type: none"> <li>Team Head - One Chartered Accountant having minimum 3 years of post - qualification experience in Indirect Tax matters</li> </ul> <p>The team head responsible for finalizing GST and TDS related matters should be permanently stationed at the location of Nodal officer being Vadinar.</p> <p>Note : The CA shall be answerable for all the days in a month for any of the queries/ matter of DPA.</p>	01 (One) along with individual functional laptop.	At least 06 working days of DPA in a month (if required than on Saturdays & Sundays also).
2.	Staff with qualification of CA Inter / ICWA Inter / M. Com / B.com/ MBA/ BBA with two years' experience in the area of matters covered within	03	All working days of DPA (if required

	<p>scope of work. Three staff to be deputed with team lead. The CA and staff at Vadinar shall be also answerable for BRS.</p> <p>However, in case of any requirement, the location of the above staff will be decided by DPA which will be binding on the firm.</p>		<p>than on Saturdays &amp; Sundays also)</p>
<p><b>Note:</b>  (1) The above requirement of deployment of staff is the minimum requirement. However, the firm may engage additional staff as per requirement for which no extra payment will be paid by DPA.   (2) Before deploying any staff as required above, written approval of the same is required to be obtained from the Nodal Officer of DPA. If any staff has been deployed without the written permission, it will be considered as non-deployment of staff.   (3) The staffs engaged by the firm are also bound to follow the instructions of A.M.(Fin.)(OOT) or other section as nominated from time to time by DPA.   (4) Computer system with printer for the three staff to be deployed by firm shall be provided by DPA for use in DPA's Office. In case there is any problem in computer system provided by DPA, the same shall be arranged by the firm at their own cost for the period till the time the alternate system is provided for use in DPA's office.   (5) In case of any work at tour covered under the assignment, the laptop system(s) has to be arranged by the consultant at their own cost.</p>			

**Note:** Printers and necessary stationaries required for DPA's use at AO building, Vadinar shall be provided by DPA. Suitable sitting arrangement at AO Building, Vadinar will be provided free of cost by DPA.

### **13. Compliance with Labour Laws:**

The successful bidder shall comply in all respects, with all statutes and regulations as may be necessary, labour enforcement and local authorities. The successful bidder shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the successful bidder. The price quoted by the bidder in the Price Schedule shall be deemed to include all expenses whatsoever the bidder may be required to incur for the compliance with the provisions of the above said legislations.

**14.** DPA may only provide only "A" type quarter (lowest type of accommodation) in the DPA Colony, Vadinar subject to availability as per the prescribed charges, terms and conditions. The entry permit in the port premises is to be arranged by the firm at its own cost. Transportation facility to the staff will be provided to the staff by DPA through DPA staff Bus from Jamnagar/ Port Colony, Vadinar to OOT Office on chargeable basis if there is availability of seats in the buses.

## SECTION C

### EOI OFFER

(On the letter head of the Company & to be sealed and super scribed "Professional Services for carrying out assignment as to all Taxation, Accounts and Audit Works of OOT, Vadinar for 03 (three years)").

To,  
Deendayal Port Authority  
A.O. Building,  
Off-Shore Oil Terminal - Vadinar.

Sir,

**Sub: EOI Offer for "Professional Services for carrying out assignment as to all Taxation, Accounts and Audit Works of OOT, Vadinar for 03 (three Years)"**

After carefully studying the Scope of Work detailed under Section-A as well as the Commercial and Special Terms & Conditions detailed under Section-B of the bid documents, we are pleased to furnish our following quote for the subject work as under: -

Particulars	Amount of Quoted by the bidder		Monthly Rate (Column No. 2 divided by 12)
	In Figures	In Words	
1	2		3
Professional Services for carrying out assignment as to all Taxation, Accounts and Audit Works of OOT, Vadinar for :			
(1) First Year (12 months)			
(2) Second Year (12 months)			
(3) Third Year (12 months)			
Total amount quoted			

**Notes:**

- 1. The rate is inclusive of all charges required to be incurred by the bidder for successful completion of work but exclusive of GST. The GST will be paid as per actual.**
- 2. In case of mismatch in amount quoted in words and amount quoted in figures, amount quoted in words will be considered for bid.**

Sign & Seal of CA Firm  
Authorized Signatory

## **SECTION D**

### **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter "Agreement") is entered into on this day of \_\_\_\_\_ (Effective Date) **BY**

\_\_\_\_\_, a company incorporated under the laws of India and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_", or **"Receiving Party"** which expression unless repugnant to the meaning or context hereof shall deem to include its successors, administrators and permitted assigns) of the Other Part.

### **IN FAVOR OF**

\_\_\_\_\_ a company incorporated and registered under the Companies Act, 1913 and governed under the provisions of the Companies Act, 2013 and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_" or **"Disclosing Party"**, which expression, unless repugnant to the meaning or context hereof, shall deem to include its successors in interest, administrators and permitted assigns) of the First Part;

### **WHEREAS:**

- A. \_\_\_\_\_ shall hereinafter be individually referred to by their name or as the "Party" and collectively as the "Parties".
- B. \_\_\_\_\_ is *inter-alia*, is a Chartered Accountant firm.
- C. \_\_\_\_\_ is *inter-alia* engaged in the business of manufacture of flexible shaft with assembly
- D. Greaves and \_\_\_\_\_ are in the process of consultations and discussions, for manufacturing of flexible shaft with assembly by \_\_\_\_\_ on behalf of \_\_\_\_\_

(hereinafter referred to as the **"Proposed Transaction"**);

- E. The Parties are aware that during the process described above, it may be necessary for the Parties to exchange certain confidential and proprietary information in written, oral and/or physical/sample form (collectively **"Confidential Information"** and more fully defined under clause 1.1).

- F. To secure the secrecy of the proprietary and confidential Information of Greaves in the process of the Proposed Transaction it is necessary for \_\_\_\_\_ to require \_\_\_\_\_ to enter into this Agreement with Greaves, in so far as keeping all proprietary information, knowledge, secret, confidential and maintain secrecy in the interests of Greaves.

**NOW THE PARTIES AGREE HERETO AS FOLLOWS:**

1. **Definitions:**

1. **1. Confidential Information:** Confidential Information shall mean and include any information and data of a confidential or proprietary nature which is disclosed by Disclosing Party to Receiving Party including but not limited to, technical, structural and electrical manufacturing designs, engineering designs, models, research, development, specifications, drawings, blue prints, business information, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information as well as any, reports, ideas, models, samples, flow-charts, concepts, designs and inventions (whether patentable/copyrightable or not), computer source and object code and computer programming techniques; or and all record bearing media containing or disclosing such information and techniques, whether labeled confidential or not, which are disclosed pursuant to this Agreement. Confidential Information may also include information disclosed by third parties on behalf of the Disclosing Party.

The terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning the Proposed Transaction, involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement. Information transmitted orally or visually or other tangible or intangible (whether furnished before, on or after the Effective Date) shall also be considered to be confidential and proprietary.

- 1.2 **Third Parties:** means either Party's employees, officers, directors, advisors, consultants, agents, contractors, sub-contractors, or any person, including reference to a corporation, body corporate, association or partnership, who is not a Party to this Agreement and shall include any person who has ceased to be specified person.
- 1.3 **Person:** means a natural person or a, corporation, trust, firm, unincorporated organization, association, limited liability company, public company or other entity.

## **2. Non-Disclosure of Confidential Information**

- 2.1 Receiving Party acknowledges that Disclosing Party has exclusive right to the Confidential Information which is considered as a valuable trade secret and shall be the exclusive property of Disclosing Party. Disclosing Party retains all right, title and interest in the Confidential Information. No license to Receiving Party under any trademark, patent or copyright, or any Intellectual Property Right or application for same which are now or may thereafter be obtained by Receiving Party, whether express or implied, is either granted or implied to have been granted by the conveying of the Confidential Information to Receiving Party and Receiving Party is under obligation to keep such information confidential.
- 2.2 Receiving Party agrees to use the same degree of care to protect the Confidential Information, as it would exercise to protect its own trade secrets and information. Receiving Party will grant access to the Confidential Information only to its directors, officers, employees ("Related Parties") on a "need to know" basis for the purpose of this Agreement and for the performance of the Proposed Transaction and shall advise the Related Parties of the existence and terms of this Agreement and of the obligations of confidentiality herein. Receiving Party shall be responsible for the breach of the terms of this Agreement or by its Related Parties.
- 2.3 Confidential Information furnished in tangible form shall not be duplicated by Receiving Party except for purposes of this Agreement. Upon the request of Disclosing Party, at any time during the term of this Agreement and on its expiry or earlier termination, Receiving Party shall return all Confidential Information, design, data documents forming part of the Confidential Information available with Receiving Party either in the form of instructions, directions, inspection notes, drawings, process sheets, samples, stocks of components/tools, gauges etc., classified as valuable to Disclosing Party or received on CD /DVD or hard copies from Disclosing Party, including other Confidential Information received by mail or data transfer, or will be deleted, within seven (7) days of such request. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within seven (7) days thereafter. Notwithstanding, the return of any Confidential Information in accordance with this Agreement herein, Receiving Party shall continue to hold in confidence all Confidential Information, which obligation shall survive any expiration or early termination of this Agreement. Contravention of this clause shall be considered as breach of this Agreement and Receiving Party shall, in addition, be liable to any other remedy as Disclosing Party shall be entitled, also liable for damages as may be decided by Disclosing Party.

## 2.4 **Exceptions**

Notwithstanding anything contained hereinabove, no information shall be considered Confidential Information if such information:

- (a) is or becomes part of the public domain without breach of this Agreement;
- (b) is lawfully in the possession of Receiving Party, prior to disclosure under this Agreement and is not subject to any legal or contractual obligation to keep such information confidential ;
- (c) became or becomes available to Receiving Party from a third-party without violating any obligation of confidentiality under this Agreement;
- (d) is independently developed by Receiving Party, without making use of a single disclosure herein;
- (e) is released pursuant to a direction given by a Court of competent jurisdiction / appropriate Court or government regulation, provided that prior written notice is given to Disclosing Party so that a protective order or other relief, if appropriate, may be sought by Disclosing Party.

## 2.5 **Remedies**

Receiving Party recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character and acknowledges that it has technical, commercial and strategic value to Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by Receiving Party may cause irreparable loss to Disclosing Party. Receiving Party expressly agrees, therefore, that Disclosing Party, in addition to claim damages, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof.

## 2.6 **Indemnity**

Receiving Party undertakes to indemnify and hold Disclosing Party harmless against any or all claims, charges, demands, expenses, liability, losses, costs, suits, proceeds, legal fees or damages made or asserted against Disclosing Party, on account of any breach of the confidentiality provisions, on the part of Receiving Party, under this Agreement.



## **2.7 Public Statements**

In addition to the limitations on the use and disclosures of the Confidential Information set forth herein, it is agreed that neither Party shall issue or release or confirm any statement with respect to any Confidential Information, to the general public, to the news media, or to any third party, except with the prior written concurrence of the other Party, both as to the content and timing of any such issue or release or confirmation.

- 2.8 The Parties acknowledge that some of the Confidential Information may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Parties undertake not to use any such Proprietary Information for any unlawful purpose.
- 2.9 The Receiving Party shall not use or exploit in any manner the Confidential Information for its own or any third party's purpose other than in pursuit of the Proposed Transaction stated herein. Receiving Party shall use the Confidential Information for the purpose of the Proposed Transaction only.

## **3. Terms and Termination**

- 3.1 The Parties agree that this Agreement shall come into force from the Effective Date and shall survive and continue for a period of 2 years.
- 3.2 Disclosing Party may terminate this Agreement at any time by giving a notice of not less than 30 days in writing, in case the Proposed Transaction is not feasible or is not desirous to execute a formal agreement in respect of the Proposed Transaction.
- 3.3 Receiving Party obligation shall survive after termination for a subsequent period of 10 years.
- 3.4 Upon termination of this Agreement, Receiving Party undertakes within seven (7) days as from the receipt of a written notice sent by Disclosing Party, in accordance with the Clause 7 hereinbelow:
  - (i) to return all documents and material in its possession, custody or control containing or partially incorporate any part of the Disclosing Party's Confidential Information;

(ii) on written request, to destroy all documents and material in its possession, custody or control containing or partially incorporate any part of the Disclosing Party's Confidential Information and provide a written confirmation thereof.

#### **4. No Conflicts**

Each Party represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. Each Party represents, warrants and covenants that it has full and complete authority and authorization to execute and effect this Agreement and to take or cause to be taken all acts contemplated by this Agreement and that the person signing this Agreement on behalf of such Party has the full power and authority to bind such Party to the terms of this Agreement.

#### **5. Non-Circumvention**

During the term of this Agreement and 10 years thereafter, Receiving Party agrees not to hire, solicit, nor attempt to solicit for itself or any third party, directly or indirectly, the services, of any director, officer, employee or subcontractor of Disclosing Party, its parent or affiliate companies, who is associated with the execution of the Proposed Transaction, without the prior written consent of Disclosing Party; provided however, that Receiving Party is not prevented from employing any such person who contacts Receiving Party on his or her own initiative and without any direct or indirect solicitation by Receiving Party.

#### **6. Title and Intellectual Property Rights**

- 6.1 The Intellectual Property Rights in respect of the design and development of the engines, shall be transferred to, and exclusively vest in Disclosing Party.
- 6.2 All new Intellectual Property Rights arising in the course of the Proposed Transaction, shall exclusively vest in Disclosing Party. Disclosing Party shall be entitled to apply for any patents, industrial designs and copyright protection, where applicable, in respect of any technical result that may emerge in the course of the implementation of the Proposed Transaction, which, in the sole opinion of Disclosing Party, is worthy of protection. Receiving Party shall have no claim to any Intellectual Property Rights created as a result of the work done under the Proposed Transaction.

7. **No Warranties**

Disclosing Party assumes no responsibility for any loss or damages which may be suffered by Receiving Party, its customers or any third parties on account of, or arising from, the Confidential Information. Disclosing Party makes no warranties of any kind, whether express or implied, as to the accuracy or completeness of the Confidential Information.

8. **Conciliation and Arbitration**

All disputes or differences or questions arising between the Parties touching upon, relating to or arising from this Agreement or the terms of interpretation thereof shall, at the first instance, be settled mutually by senior officers of both the Parties within 30 days of such disputes being notified. If the disputes cannot be resolved by the Parties through negotiations, then the same shall be referred to a single arbitrator to be agreed upon by the Parties, and the Parties will share the cost of such arbitrator equally. In the event that the Parties are unable to agree on a single arbitrator, each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator, in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 as it may be amended from time to time. All arbitration proceedings shall be held in Mumbai and any proceedings for enforcement of the award made by the arbitrator(s) or any application to a court in respect of the arbitration or the award, and any judgment on the award shall be made only to or in the appropriate court in Mumbai having the necessary jurisdiction to the exclusion of all other courts. It is also agreed that such court in Mumbai shall also have exclusive Jurisdiction in respect of all preliminary injunctive or other relief, which either Party may seek pending the final decision or award of the arbitrator(s).

9. **Governing Law and Jurisdiction**

The governing law under this Agreement shall be the substantive law of India alone, to the exclusion of the other Courts. The Courts of Mumbai shall have exclusive jurisdiction with respect to all matters or disputes arising under this Agreement. The language of the arbitration shall be in English.

10. **Notice on short closure**

In the event of Disclosing Party deciding to short close the Proposed Transaction at any point of time, the payment due to Receiving Party for the work done up to that stage as well as the completed work behalf of this Proposed Transaction will be made. This payment will be mutually discussed and agreed between the Parties.

11. **Assignment and Sub-Contracting**

Receiving Party shall not assign, sub-contract its rights and obligations under the terms of this Agreement to any party without the prior written consent of Disclosing Party.

12. **Entire Agreement / Modification.**

12.1 This Agreement constitutes the entire contract between the Parties.

12.2 No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly authorized representatives of Parties hereto.

13. **Notices**

Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent by registered post A.D. or by courier to the other Party at the following address:

For Greaves: \_\_\_\_\_

Attention to: Mr. \_\_\_\_\_

For \_\_\_\_\_:

Attention to: \_\_\_\_\_

Service of any legal proceedings concerning or arising out of this Agreement shall be affected by causing the same to be delivered to the Party at its Registered Office mentioned herein above or to such other address as may from time to time be notified in writing by the Party concerned.

14. **Waiver**

Failure by Disclosing Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not construed to be a waiver of the right at any time, subsequently to enforce all terms and conditions of this Agreement.

15. **Severability**

If any provision of this Agreement shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un- enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

16. **Counterparts**

This Agreement shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have through their duly authorized representatives executed this Agreement the day and the year first herein above written.

For and on behalf of

For and on behalf of

By :.....

By :.....

Name : Mr. ....

Name : \_\_\_\_\_

Title : .....  
.....

Title : \_\_\_\_\_

**In the presence of**

**In the presence of**

By :

By :

Name :

Name : \_\_\_\_\_

## **SECTION E**

### FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of Rs. 500)

Insurance Surety Bond No.

Date :

(Name of the Contract)

To :

**The Board of Authorities of the Port of Kandla,  
Deendayal Port Authority,  
A.O. Building,  
P.O. Box No. 50.  
Gandhidham – Kutch**

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (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 Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s [Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to.....(\*)....of the said value of the aforesaid work under the Contract to the Employer.

We..... [Name & Address of the Insurance Company] having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (\*) as aforesaid at any time upto.....

(@).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or til. (days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

**The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.**

- i) Our liability under this Insurance Surety Bond shall not exceed .....(\*).....
- ii) This Insurance Surety Bond shall be valid up to ....(+ ).....

- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ..... @.....

Dated this .....day of ..... 20..... at .....

**WITNESS**

**Signed for and on behalf  
of the Insurance Company**

1. ....

..... (Signature)

.....  
(Name)

.....  
(Signature)

.....  
(Name)

**Notes :**

1. (\*) This sum shall be **Ten percent (10%)** of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligation of the contractor, including Defect Liability Period.

(+) This date will be the date of issue of defect liability Certificate (if applicable).

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution

/ issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.



In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

**SECTION F**  
**SPECIMEN BANK GUARANTEE PERFORMANCE**  
**GUARANTEE/ SECURITY DEPOSIT**

(To be executed on Rs. 500/- 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 (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 Deendayal Port Authority, its successors and assigns) having agreed to exempt

\_\_\_\_\_ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand 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 stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of 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 Jamnagar/ Jam Khambhaliya 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