



दीनदयाल पत्तन प्राधिकरण

## DEENDAYAL PORT AUTHORITY

Off-Shore Oil Terminal Department- Vadinar



Tender Notice No. OOT/Civil413/RM/2024

Online Tender for the work of

### **RUNNING AND MAINTENANCE OF GUEST HOUSE AND STAFF CANTEEN AT OOT VADINAR FOR A PERIOD OF THREE (03) YEARS**

PORT OFFICE

Executive Engineer [Civil],

Off-Shore Oil Terminal Department, AO

Building, Deendayal Port Authority, Vadinar –

361010, Gujarat State.

Phone: +91 – 288 – 2573006

Fax: +91 – 288 – 2573031

Email: eecivil.oot@deendayalport.gov.in kptootcivilame@gmail.com

## **INDEX**

<b>Sections</b>	<b>Tender Clauses</b>
Section – 1	: Tender Notice
Section – 2	: Instruction to Bidders
Section – 3	: Forms to be submitted by Bidders with their Bids and to be used by successful Bidder
Section – 4	: Commercial Terms & Conditions
Section – 5	: General Conditions of Contract
Section – 6	: Schedule B
Section – 7	: Drawing
Section – 8	: Scop of work & Special Conditions for this particular work

**1.****Section – 1: Tender Notice****1.1      TENDER NOTICE NO. OOT/Civil413/RM/2024**

Offshore Oil Terminal Department, DPA, Vadinar invites tender through Online E-tendering system for the work of “**RUNNING AND MAINTENANCE OF GUEST HOUSE AND STAFF CANTEEN AT OOT VADINAR FOR A PERIOD OF THREE (03) YEARS**”

Earnest Money Deposit	Bid Security Declaration to be submitted in prescribed format
Invitation of Tender	<u>0 4 /0 9 /2025</u>
Last date and time of downloading	<u>17/09/2025</u> up to <u>14 : 00</u> hours
Last date and time of submission of e-tender only on website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>	<u>17/09/2025</u> up to <u>1 4 : 30</u> hours
Date and time of opening of e-tender	<u>17/09/2025</u> at <u>1 5 : 00</u> hours
Tender shall be downloaded from website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> ; <a href="http://www.deendayalport.gov.in">www.deendayalport.gov.in</a> and <a href="http://www.eprocure.com">http://www.eprocure.com</a>	
Corrigendum, if any, will be placed on website <a href="http://www.eprocure.com">http://www.eprocure.com</a>	

## 1.2 Notice Inviting Online Tender

Department Name	Off-shore Oil Terminal Department-Vadinar
Division	Civil Division
Tender Notice No.	OOT/Civil413/RM/2024
Name of work	<b>RUNNING AND MAINTENANCE OF GUEST HOUSE AND STAFF CANTEEN AT OOT VADINAR FOR A PERIOD OF THREE (03) YEARS.</b>
Period of Contract	3 years and extendable for 1 more year
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Applicable
Estimated Cost	<b>Rs.:- 6317158.00</b>
Bid Document Fee	Rs.1,180/- [including GST]
Bid Document Fee Payable To:	Tender Fee to be paid via digital mode of payment.
Bid Security/EMD (INR) :	<b>Rs.:- 63172.00</b>
Bid Security/EMD (INR) in favour of	EMD to be paid via digital mode of payment
Bid Document Downloading Start Date	<u>04/09/2025</u>
Bid Document Downloading End Date and Time	<u>17/09/2025</u> up to <u>14:00</u> hours
Date & time of Pre Bid Meeting	Not Applicable
Place of Pre Bid Meeting	Not Applicable
Last Date & Time for Online submission of Bids	<u>17/09/2025</u> up to <u>14:30</u> hours <a href="http://www.eprocure.com">http://www.eprocure.com</a>
Bid Validity Period	120 Days
Remarks	Not Applicable
Preliminary Bid Opening Date and Time	<u>17/09/2025</u> up to <u>15:00</u> hours
Technical Bid Opening Date and Time	<u>17/09/2025</u> up to <u>16:00</u> hours
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders
Documents required to be submitted by scanning through online.	<b>a.</b> EMD & Tender fee to be paid via digital mode of payment. <b>b.</b> Documents required under Section – 2.4.2.
Officer Inviting Bids	Executive Engineer [Civil]
Bid Opening Authority	
Address	Civil Division, Off-Shore Oil Terminal Department, First Floor, AO Building, Vadinar – 361010, Gujarat

Contact	Phone: + 91 – 288 – 2573006/ 01, Fax: + 91 – 288 – 2573031
Eligibility Criteria	<p>The Tenderers shall fulfil the following Pre – Qualification Criteria:</p> <p>(i) <u>Financial Standing</u>: Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least <b>Rs. 6.32 Lakhs</b> as certified by the Chartered Accountant. (Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, <b>i.e. 2021-22, 2022-23 &amp; 2023-24</b>, should be at least Rs. 6.32 Lakhs as certified by the Chartered Accountant. <b>(Financial turnover document to be CA certified with CA's stamp, signature and UDIN no./ membership no. along with profit &amp; loss statement for verification of turnover failing which the bid will be treated as non-responsive)</b>)</p> <p>(ii) <u>Experience</u>: Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(a) Three similar completed works each costing not less than the amount equal to <b>Rs. 8.43 Lakhs</b></p> <p><u>OR</u></p> <p>(b) Two similar completed works each costing not less than the amount equal to <b>Rs. 10.53 Lakhs</b></p> <p><u>OR</u></p> <p>(c) One similar completed work costing not less than the amount equal to <b>Rs. 16.85 Lakhs</b>.</p> <p>( d ) “Similar work” means “providing services for running &amp; maintenance of guest house / canteen / cafeteria in any Govt. / Public Sector undertaking / Private Organizations ” (Value of work done excluding GST shall be considered for evaluating similar works)</p> <p>completed work during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has executed the work in private organization, , necessary TDS certificate issued by the private organization shall be submitted. If the similar work is executed as sub-contractor,</p>

it is mandatory to upload the sub-contract permission letter obtained from 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 along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission.

, if subcontract permission is not authenticated, the respective party shall be de-barred for participation in tenders of DPA for minimum two years. The decision taken by DPA shall be final

**(i)** Integrity Pact Agreement (3.13 – Form 13) to be submitted will be signed by the DPA official along with witness and the copy of the same should be uploaded with the tender documents wherever necessary. The authorized person of the bidder will sign the same along with witness and upload it with their bid in online (n)procure Authority failing which the bid will be considered non-responsive.

**(ii)** 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 ex-emption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed 'Bid Securing Declaration Form' provided in the tender document (3.14 Form 14) during preliminary bid stage failing which the bid will be considered non-responsive. NIC code with list of activities is tabulated below: -

Level	Description
section I Division 55 group 551	
<b>Sub class 55101</b>	<b>Hotel and motels</b>
<b>Sub class 55103</b>	Provision of short term lodging/camping facility to members of a particular organization( includes government guest/rest/circuit

		houses company guest houses and similar establishments)

**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 Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

**Contact Details:**

**Airtel:** +91 – 79 – 40007501, 40007512, 40007516, 40007517, 40007525

**BSNL:** +91 – 79 – 26854511, 26854512, 26854513[EXT: 501,512,516,517,525]

**Reliance:** +91 – 79 – 30181689; Fax: +91 – 79 – 26857321, 40007533

**E-mail:**[nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

**TOLL FREE NUMBER:** 1–800–233–1010 [EXT: 501, 512, 516, 517, 525]

## 2. Section – 2: Instruction to Bidders

### 2.1. Scope of Bid:

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

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

**2.2. Source of Funds:** The employer has arranged the funds from the internal resources and will have sufficient funds in Indian Currency for execution of the work.

### 2.3. Eligible Bidders:

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

2.3.2. The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

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

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

### 2.4. Eligibility Criteria [documents/forms to be submitted]

2.4.1. The Tenders shall fulfil the following pre-qualification criteria:

FINANCIAL		
Sr. No.	Particulars	Supporting Documents
1.	Average annual financial turnover during the last three years ending 31 <sup>st</sup> March of the previous financial year should be <b>Rs. 6.32 Lakhs</b> .	The average annual financial turnover certificate should be issued by any Chartered Accountant with CA's stamp, signature and UDIN no./ membership no. along with profit & loss statement for verification of turnover failing which the bid will be treated as non-responsive. (Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, i.e. <b>2021-22, 2022-23 &amp; 2023-24</b> , should be at least Rs. 6.32 Lakhs as certified by the Chartered Accountant.
TECHNICAL		



2.	Experience of having successfully completed similar works during last 07 years	(a) A copy of the completion certificate/ Form 3A in respect of the successfully completed similar work. The completion certificate
	<p>ending last day of month of previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than the amount equal to <b>Rs. 8.43 Lakhs.</b></p> <p>(ii) Two similar completed works each costing not less than the amount equal to <b>Rs. 10.53 Lakhs.</b></p> <p>(iii) One similar completed works costing not less than the amount equal to <b>Rs. 16.85 Lakhs.</b></p>	<p>should invariably mention the reference number, work order, the date of completion of work and amount of work done.</p> <p>(b) A copy of work order should also be submitted for which the bidder is submitted the completion certificate.</p> <p>(c) The bidder has executed the work in private organization , necessary TDS certificate issued by the private organization shall be submitted</p>
3.	Definition of Similar work	<p>(d). "Similar work" means "providing services for running &amp; maintenance of guest house / canteen / cafeteria in any Govt. / Public Sector undertaking / Private Organizations " (Value of work done excluding GST shall be considered for evaluating similar works)</p> <p>completed work during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has executed the work in private organization, , necessary TDS certificate issued by the private organization shall be submitted. 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, 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 along with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along with bid submission.</p> <p>, if subcontract permission is not authenticated, the respective party shall be de-barred for participation in tenders of</p>

		DPA for minimum two years. The decision taken by DPA shall be final
--	--	---

2.4.2. The bidder shall scan and forward the following documents/Forms with their bid:

2.4.2.1. **Tender Fee Receipt:** Tender Fee applicable to be paid via digital mode of payment. The scanned copy of document proof of payment shall be submitted in online and hard copy to be submitted to address given above within 7 days of opening of technical bid.

2.4.2.2. **Earnest Money Deposit Receipt:** NEFT/RTGS or any others electronic mode of the payment.

2.4.2.3. **Average Annual Financial Turnover:** Average annual financial turnover duly attested by any Chartered Accountant.

2.4.2.4. **Work Order:** Work Order at par with the monetary limit and specification as mentioned under clause no. 2.4.1 above.

2.4.2.5. **Completion Certificate:** Completion certificate for similar work order as mentioned under clause no. 2.4.1 above.

2.4.2.6. **TDS Certificate:** TDS [Tax Deducted at Source] Certificate towards Tax deducted against similar work as mentioned under clause no. 2.4.1.

2.4.2.7. **PAN Card:** Scanned copy of PAN Card.

2.4.2.8. **GST Registration:** Scanned copy of GST Registration.

2.4.2.9. **PF Certificate:** Scanned copy of PF Certificate.

2.4.2.10. **Status of Firm:** 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.

2.4.2.11. **Details of Firm: Form-1** duly filled-in to be uploaded.

2.4.2.12. **Specimen of Application:** To be executed on Letter Head of Bidder as per **Form-2**.

2.4.2.13. **Details of Finance Stability: Form-3** duly filled-in to be uploaded.

2.4.2.14. **Format for Declaration:** To be executed on Letter Head of Bidder as per **Form-4** towards "an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation" and "A certificate by the bidder that they have not been banned/black-listed by any Government Agency".

2.4.2.15. **Letter of Authority for submission of Bid:** Power of Attorney [duly accompanied by resolution of Board in case of company] authorizing for submission of bid in non-judicial stamp paper as per **Form-5**.

2.4.2.16. **Financial Standing:** Report of Financial Standing of bidder such as balance sheet, Profit and Loss Statement and auditor's report for past three years.

2.4.2.17. **Undertaking in support of credentials:** Bidder should give an undertaking on Letter Head of Bidder duly stating that the documents submitted in support of credentials are genuine and DPA is at liberty to take any action against the bidder, if the said documents are found to be non-genuine.

2.4.2.18. **Exception & Deviations:** To be executed on Letter Head of Bidder as per **Form-6**.

2.4.2.19. **Information regarding litigation:** Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount to be executed on Letter Head of Bidder as per **Form-7**.

2.4.2.20. **Similar Completed Works:** A statement showing similar completed works as defined in the Tender Documents during last 07 years as per **Form–8**.

2.4.2.21. **Sub-contractors:** A statement showing proposed subcontractors and firms involved as per **Form–9 [Not Applicable to this work]**.

2.4.2.22. **Existing/on-going works:** A statement showing existing commitments and on-going works as per **Form–10**.

2.4.2.23. **Bank Payment Agreement Form:** To be executed on Letter Head of Bidder as per **Form–11**.

**2.5. One Bid per Bidder:** Each bidder shall submit only one bid. A bidder who submits more than one Bid will be disqualified and the EMD submitted with each of the bids shall be forfeited.

**2.6. Joint Venture: [Not Applicable to this work]** JVs/Consortia be allowed in all contracts of estimated cost of more than Rs.5 Crores. However, there shall be no limit on the number of partners and subject to the following:

2.6.1. In a Joint Venture, all partners are jointly and severally responsible for the work.

2.6.2. The technical and financial criteria [PQC] may be met jointly by the partners. At the same time, it has to be ensured that firms are capable. Thus, firms with atleast 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

**2.7. Site Visit:** The Bidder, at his own responsibility and risk is encouraged to visit and examine the routes and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be borne by the Bidder.

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

**2.9. Pre-Bid Meeting:** Not applicable

**2.10. Language of Bid:** All documents relating to the bid shall be in the English language.

**2.11. Documents comprising the Bid:** The bid submitted by the bidder shall comprise the following:

2.11.1. **Technical Bid:**

2.11.1.1. Bid Security, EMD and tender fee;

2.11.1.2. Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

2.11.2. **Financial Bid:** Bill of quantities duly filled and digitally signed by bidder.

**2.12. Bid Validity:**

2.12.1. Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

2.12.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.

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

**2.13. Alternative proposal by Bidders:** Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

**2.14. Format and Signing of Bid:** The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

**2.15. Amendment of Bidding Documents:**

2.15.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.

2.15.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

2.15.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

**2.16. Submission of Bids:**

2.16.1. Bidders who wish to participate in the tender will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:(n) code Solutions, A Division of GNFC,301 GNFC Info tower, Bodakdev, Ahmadabad, Tel. 91 79 26857316/17/18; Fax: 91 79 26857321, Mobile: 9327084190 / 9898589652, e-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).

2.16.2. The accompaniments to the tender documents as described under in the tender document shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently so as to reach "Off-Shore Oil Terminal Department, AO Building, Jetty Office, Deendayal Port Authority, Vadinar – 361010" within seven days from the last date of opening of tender.

2.16.3. The envelopes shall be addressed to: Executive Engineer (Civil), Off-Shore Oil Terminal Department, Deendayal Port Authority, First floor, A.O. Building, Vadinar – 361010, Gujarat State.

2.16.4. The envelopes shall bear (i) Name of work: \_\_\_\_\_; Bid reference No. \_\_\_\_\_; Name, Address, Contact Number and e-mail id of the Bidder:\_\_\_\_\_.

2.16.5. The contractor can upload documents in the form of PDF format.

2.16.6. It is mandatory to upload scanned copies of all the documents including GST registration number as stipulated in the bid document. If such documents are not uploaded his bid will become invalid and cost of bid document shall not be refunded.

2.16.7. 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.

2.16.8. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0 [zero]".

2.16.9. All the mandatory document required/prescribed for pre-qualification have to be uploaded online 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.

## **2.17. Deadline of submission of the Bids:**

2.17.1. Bids must be received by the employer in online system at websites [www.eprocure.com](http://www.eprocure.com).

2.17.2. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at [www.eprocure.com](http://www.eprocure.com) websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on [www.eprocure.com](http://www.eprocure.com) websites shall prevail.

2.17.3. The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on [www.eprocure.com](http://www.eprocure.com) in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

2.17.4. In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no changes have been made in the document. If any discrepancy is noticed at any stage between the port's tender document uploaded on [www.eprocure.com](http://www.eprocure.com) and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on [www.eprocure.com](http://www.eprocure.com) shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

**2.18. Late Bids:** After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.

## **2.19. Modification and Withdrawal of Bids:**

2.19.1. Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

2.19.2. No Bid can be modified after the deadline for submission of Bids.

2.19.3. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e., EMD.

## **2.20. Bid Opening:**

2.20.1. On the due date and time, the employer will first open preliminary bid then technical bid of all bids received including modifications.

2.20.2. In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

2.20.3. If any Bid contains any deviation from the Bid documents and/or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

2.20.4. The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the [www.eprocure.com](http://www.eprocure.com).

2.20.5. The price bid i.e., BOQ will be opened only those bids qualify technically.

### **2.21. Clarification of Bids:**

2.21.1. To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

2.21.2. No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

2.21.3. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

### **2.22. Examination of Bids and Determination of Responsiveness:**

2.22.1. Prior to detailed evaluation of Bids, the Employer will determine whether each bid:

2.22.1.1. has been properly digitally signed,

2.22.1.2. meets the eligibility criteria defined

2.22.1.3. is accompanied by the required tender fee and EMD (Bid securing declaration);

2.22.1.4. is responsive to the requirements of the Bidding documents.

2.22.1.5. GST number to be quoted invariably by the bidder.

2.22.2. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

2.22.3. If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

### **2.23. Evaluation and Comparison of Bids:**

2.23.1. The employer will evaluate and compare only the Bids determined to be responsive.

2.23.2. In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

2.23.3. If in the opinion of the Chief Operations Manager, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

### **2.24. Issue of Letter of Acceptance:**

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

2.24.2. The employer, if so required, reserves the right to split the work and award the work in favour of more than one firm.

**2.25. Employer's Right to reject any or all the Bids:** The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at

any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

## **2.26. Notification of Award and Signing of Agreement:**

2.26.1. The Bidder whose Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile/email, confirmed by registered letter. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance" (LOA) and issued by Chief Operations Manager) the contract amount, completion period of the work, etc will be mentioned in line with the tender conditions.

2.26.2. The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.

2.26.3. The Agreement will be signed by successful Bidder within 14 days of issue of the notification of award [Letter of Acceptance]. The agreement will incorporate all correspondence between the Employer and the successful bidder.

## **2.27. Contract Agreement:**

2.27.1. The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days from the date of issue of Letter of Intent.

2.27.2. The successful bidder will be required to execute an agreement at his expense on Non-Judicial Stamp Paper of value applicable in the proper departmental format for the due and proper fulfilment of the contract within 14 days from the date of Letter of Acceptance.

2.27.3. Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Operations Manager's letter/fax/e-mail accepting the tender shall constitute a binding contract between the Board and the Contractor.

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

2.27.4.1. The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value.

2.27.4.2. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.

2.27.4.3. Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.

2.27.4.4. If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.

2.27.4.5. If the agreement is signed by a Partner/s Director/an authorized person of the firm, in such case, a certified true copy of the power of attorney/letter of authority given by the firm/company to the signatory of the Contractor firm is to be submitted.

2.27.4.6. The entire agreement should be in type written form/computer printed form.

2.27.4.7. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.

2.27.4.8. All corrections/additions made in the agreement are to be initialled.

**2.28. Issue of Work Order:** Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.



**2.29. Time Schedule:** The Contract will be for a period of **36 months** which shall be effective from the date of commencement as mentioned in the Work Order.

**2.30. Corrupt or Fraudulent Practices:** The Employer requires that contractor has to observe the highest standard of ethics during the execution of this contract. In pursuance of policy, the Employer defines the corrupt and fraudulent practice as under:

2.30.1. defines the following for the purpose of these provisions:

2.30.1.1. "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

2.30.1.2. "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.

2.30.2. 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.

2.30.3. will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/ contract if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

**2.31. Integrity Pact:** The bidder has to execute Integrity pact agreement with Deendayal Port Authority. **Shri Amiya kumar mohapatra IFoS(Retd) & Shri Dr. Gopal Dhavan ex cmd MECL**, ,Have been nominated as Independent ExternalMonitor for Integrity Pact ,whose address is as under:-

Shri Amiya kumar mohapatra, IAS (Retd.), (2)	Shri Dr. Gopal Dhavan ex cmd MECLB
Qtr no.5/9 bhoinagar	house no.120 jai Shakti vihar (NHPC society
Bhubneshwar-751022	builders area greater Noida gautam budh nagar
Mobile. No. 9437002530	utterpradesh-201315
Email: amiyaifs@gmail. Com	mobile no. 8007771462 email: gdhavangeologist@gmail.com

The bidders have to sign & seal and submit the Integrity Pact form to DPA, along with the Technical Bid i.e., in Cover-II, as a token of acceptance. However, the Agreement is to be executed during the issuance of Pre-Acceptance Letter.



### 3. Section – 3: Forms

#### 3.1. **Form – 1: Details of Firm** [to be executed on Bidder's letter head]

Sr. No.	Description	Details
1.	Name of Party	
2.	Correspondence address of the Party	
3.	Name of Contact person/s	
4.	Contact number of person/s	
5.	Contact number of the firm	
6.	Mail i.d.	
7.	Year of Establishment	
8.	Type of Firm [i.e. proprietorship/ partnership etc.]	
9.	Name of Proprietor/partners	
10.	Contact numbers of proprietor/partners	
11.	PAN Number	
12.	GST Number	
13.	PF Registration Number	

<b>3.2. Form – 2 : Specimen of Application</b> <b>[to be executed on Bidder's letter head]</b>
---

To

Chief Operations Manager,  
Deendayal Port Authority  
Off-Shore Oil Terminal, Vadinar – 361010

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No. )**
- (c) Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture/Joint Venture.
- (f) Our firm, its affiliates or subsidiaries – including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
  - i. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - ii. We also make a specific note of clause of [ITB, NIT] under which the contract is governed.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(insert date of signing)

**3.3. Form – 3: Details of Financial Stability**  
**[to be executed on Bidder's letter head]**

- A. The average Annual Financial Turnover of the applicant in the last years ending 31<sup>st</sup> march of previous financial year as certified by Chartered Accountant (attach copies of audited accounts).

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

- B. Name and address of the Bankers of the contractor

---

---

---

---

---

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Name of Applicant: \_\_\_\_\_  
Represented by (Name & capacity) \_\_\_\_\_

**3.4. Form – 4: Format of Declaration**  
**[to be executed on Bidder's letter head]**

To,

Chief Operations Manager,  
Deendayal Port Authority,  
Off-Shore Oil Terminal, Vadinar – 361010

Sub: \_\_\_\_\_

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

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Represented by (Name & capacity) \_\_\_\_\_

<b>3.5. Form – 5: Letter of Authority for submission of Bid [to be executed on non judicial stamp paper]</b>
--

To,

Chief Operations Manager,  
Deendayal Port Authority,  
Off-Shore Oil Terminal Department,  
Vadinar – 361010

Dear Sir,

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

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

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

[Specimen signature]

Yours faithfully,

Signature:

Name & Designation:

**3.6. Form – 6: Exception & Deviations**  
**[to be executed on bidder's letter head]**

As pointed out in the tender call notice, bidders 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 with reasons

Note: The bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_[insert date of signing]

**3.7. Form – 7: Information regarding Litigation**  
**[to be executed on bidder's letter head]**

The information has to be submitted as per following format:

Other party/ies	Port	Cause of dispute	Amount	Remarks showing status	involved present

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**3.8. Form – 8: Completed Similar Works in last 07 years**  
**[to be executed on bidder's letter head]**

Total value of completed similar as defined in the Tender Documents during last 07 years as per following format:

Name of work	Year	Name of Party	Address of Party	Value of Contract

Supporting documents, viz. successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of “similar works”. Employers reserve the right to verify the information.



<b>3.9. Form – 9: Proposed sub-contractors and firms involved [to be executed on bidder's letter head]</b>
--

**{Not applicable to this work}**

Total information to be submitted as per following format:

Sections of the works	Value of sub-contract	Sub-contractor [name and address]	Experience in similar works

**3.10. Form – 10: Existing commitments and on-going works**  
**[to be executed on bidder’s letter head]**

Description of work	Place and state	Contract no. and date	Name and address of Port or dept.	Value of contract	Stipulated period of completion	Value of remaining work to be completed	Anticipate date of completion

**3.11. Form – 11: Bank Details for E-Payment**  
**[to be executed on bidder's letter head]**

a.	Name of Party	
b.	Account Number	
c.	Bank Name	
d.	Branch Name	
e.	Branch Station	
f.	IFSC Code of the Bank	
g.	Contact Number of Bank	
h.	Type of Account	Saving / Current
i.	MICR Code	
j.	Accepted for	NEF Payment / RTGS Payment

Declaration by the party:

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my/our dues to this account for this work is concerned.

Signature of the party with the seal

**3.12. CERTIFICATE / UNDERTAKING**  
**[to be executed on party's letter head]**

- (1) This is to certify that we M/s. \_\_\_\_\_ have not been banned/blacklisted by any Government Agency or PSUs.
- (2) It is to undertake that the documents submitted by us in support of our credential are genuine and DPA is at liberty to take any action against us, if the said documents are found to be non-genuine.
- (3) It is to undertake that we will comply to the specifications of the work including terms and conditions in total without any deviation

### 3.13 INTEGRITY PACT

## **INTEGRITY PACT**

### **Annexure - II**

**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 themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).



#### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

#### **Section 6 - Equal treatment of all Bidders / Contractors**

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

#### **Section 7 - Criminal charges against violating Bidders / Contractors**

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

#### **Section 8 - External Independent Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.



(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contractor. 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 be valid despite the lapse of this Pact as specified above, unless it is discharged / determined 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.

<div style="text-align: center;"></div> <p>(For &amp; on behalf of the Principal)</p> <p>Witness 1: _____ (Name and Address) <u>K. R. SWAIN</u> <u>GDT. VADINAR</u> <u>DEENDAYAL PORT</u> <u>AUTHORITY.</u> <u>VADINAR.</u></p>	<p>(For &amp; on behalf of the Bidder/Contractor)</p> <p style="text-align: center;">(Office Seal)</p> <p>Witness 2: _____ (Name and Address) _____ _____ _____ _____ _____</p>
--	---

Place : Vadinar

Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

The bidder has to execute Integrity Pact Agreement with Deendayal Port Authority, Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Shri Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed as independent external monitors for integrity pact, whose details are as under

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.),  
Qrs: No. 5/9, Unit-9, Bhoi Nagar,  
Bhubaneswar-751 022.  
Mobile No. 9437002530  
email: amiyaiifs@gmail.com

2. Dr. Gopal Dhawan, Ex-CMD, MECL,  
House No. 120, Jal Shakti Vihar (NHPC Society) P4,  
Builders Area, Greater Noida Gautam Budh Nagar,  
Uttar Pradesh- 201 315.  
Mobile No. 8007771467  
email: gdhawangeologist@gmail.com

bidder

**Note:** This integrity pact shall be filled up in all blanks on the first page, (i.e. name of the bidder and Tender no.) and signed by authorized signature of bidder with witness. Please note the bid is liable to be rejected without seeking any clarification if not complied with the above (i.e. if not properly filled up, signed by authorized signatory and signed by witness). Hence, bidders are requested to upload integrity pact duly complying with the above.



**GUIDELINES ON BANNING OF BUSINESS DEALINGS**  
(Effective from 01/01/2023)

Sr. No.	CONTENTS	Page
1.	Introduction	9
2.	Scope	9-10
3.	Definitions	10-11
4.	Initiation of Banning / Suspension	11-12
5.	Suspension of Business Dealings	12-13
6.	Grounds on which Banning of Business Dealings can be initiated	13-15
7.	Banning of Business Dealings	15-18
8.	Department / Division wide Hold on participation of the Agency in Tenders	18
9.		
10.	Appeal against the Decision of the Competent Authority	19
11.	Circulation of the names of Agencies with whom Business Dealings have been banned	19-20
12.	Saving	20

## 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 predispach 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 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
  - iii) 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.
  - iv) 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.
  - v) 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 showcause 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 alongwith 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 coterminus 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

**3.14. Form – 14: Bid Securing Declaration Form for Earnest Money Deposit**  
**[to be executed on the letter head of bidder]**

**Bid Securing Declaration Form**

Date: \_\_\_\_\_

Tender No. OOT/Civil/

To

Chief Operations Manager,  
Offshore Oil Terminal  
Department, Deendayal Port  
Authority, Vadinar – 361010.

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **three** years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail to refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

Duly authorized to sign the bid for and on behalf of (insert complete name of bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**3.15. Form –15: Specimen Letter of Authority from Bank for all BGs  
(To be executed on Bank's letter head)**

To,

Chief Operations Manager,  
Off-Shore Oil Terminal Department,  
Deendayal Port Authority,  
Vadinar – 361010

Sub: Our Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
favouring yourselves issued on a/c of M/s. \_\_\_\_\_.

Sir,

We confirm having issued the above mentioned guarantee favouring yourselves,  
issued on account of M/s. \_\_\_\_\_ validity for expiry upto  
date \_\_\_\_\_ and claim expiry date upto \_\_\_\_\_.

We also confirm 1) \_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered  
to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding  
on the Bank.

Seal, Name & signature of Bank Officer

<b>3.16. Form – 16: Letter of Acceptance</b>
--

No. OOT/ \_\_\_\_\_ / \_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_

Ref: Your bid dated \_\_\_\_\_ and list of correspondence with the bidders.

Dear Sir,

This is to notify you that your price bid opened on \_\_\_\_\_ for execution of the work “ \_\_\_\_\_”, as given in the instruction to bidders) for the Contract Price of Rs. \_\_\_\_\_ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the competent authority of Deendayal Port Authority.

You are hereby requested to furnish performance guarantee, for an amount of Rs. \_\_\_\_\_ (amount in words and figures) within {21} days of the issue of this letter of acceptance valid upto {28} days from the date of completion/obligation/ expiry of taking over certificate subject to removal of defects period, if any i.e. upto \_\_\_\_\_ and also sign the contract agreement within {21} days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed Work Order will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signatory

Name and title of signatory

Deendayal Port Authority



<b>3.17. Form – 17: Bank Guarantee for Performance Guarantee/Security Deposit (to be executed on non judicial stamp paper)</b>
--

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

1. In consideration of the Board of Authorityees of the “Deendayal Port Authority” incorporated by Major Ports authority Act, 2021 as amended by the Major Port authority (herein after called “The BOARD”) which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Authorityees of the Port of Deendayal Port Authority, its successors and assigns) having agreed to exempt \_\_\_\_\_(name of contractor/s) (herein after called the “Contractor”).
2. From the demand under the terms and conditions of the contract, vide \_\_\_\_\_’s (Name of department) letter no. \_\_\_\_\_dated \_\_\_\_\_ made between the contractor and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_dated \_\_\_\_\_(hereinafter called “the said contract”) for the payment of Performance Guarantee in cash or Lodgementof Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) only we, the (Name of Bank and Address) \_\_\_\_\_(hereinafter referred to as “the Bank”) at the request of the Contractor do hereby undertakes to pay to the Board an amount not exceeding Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.
3. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractor of any of the terms and conditions of the said contract or by reason of the Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due andpayable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only).
4. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us

under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.

5. We, (Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
6. We, (Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the Board against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. It is also hereby agreed that the Courts in Jamnagar/Vadinar would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
9. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
10. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
  - (ii) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
  - (iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of guarantee).

For (Name of Bank) Signature

Date \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

<b>3.18. Form – 18: Work Order</b>
------------------------------------

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_  
Ref: Letter of Acceptance No. \_\_\_\_\_ dated  
\_\_\_\_\_

Sir,

Pursuant to your furnishing the requisite Security and signing of the contract  
for execution of the work

“

\_\_\_\_\_  
\_\_\_\_\_, you are hereby instructed to proceed with the execution  
of the said work w.e.f. \_\_\_\_\_ in accordance with the contract documents.

Thanking you,

Yours faithfully,

Executive Engineer (Civil),  
Deendayal Port Authority, OOT, Vadinar

**3.19. Form – 19: Final Acceptance Letter**  
**(to be executed by DPA on non judicial stamp paper provided by the party)**

No. OOT/\_\_\_\_\_/\_\_\_\_\_

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name & address of contractor)

Sub: \_\_\_\_\_

Sir,

With reference to your tender dated \_\_\_\_\_, wherein you have agreed to carry out the subject work for Rs. \_\_\_\_\_ (amount in figure and words) inclusive of all taxes for the subject work excluding GST, has been accepted to the specification and condition etc. accompanied with the said tender.

A copy of accepted schedule of quantities and rates together with one terms and conditions has already been forwarded to you.

Yours faithfully,

Chief Operations Manager,  
Deendayal Port Authority, OOT, Vadinar

**3.20. Form – 20: Agreement for execution of work  
(to be executed on non judicial stamp paper)**

1. This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen between the Board of Authorityees of the Deendayal Port Authority, a body corporate under Major Ports authority Act, 2021 having its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration , representatives and assignees or successors in office of the other part.
  
2. WHEREAS the Board is desirous of carrying out the work of \_\_\_\_\_ and whereas the Contractor has offered to execute and complete such work.
  
3. WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of \_\_\_\_\_ and/or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.
  - (a) Rs. \_\_\_\_\_ paid through NEFT/RTGS towards earnest money to be treated as Security Deposit.
  - (b) Balance amount of Rs. \_\_\_\_\_ to be recovered from the work bills.
  
4. NOW THIS AGREEMENT WITHINESS AS FOLLOWS:
  - A. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
  - B. The following documents shall be deemed to form and read as construed part of this agreement viz.:
    - (i) Notice inviting tender.
    - (ii) Technical specifications.
    - (iii) Special conditions of contract.
    - (iv) Tender submitted by the Contractor.
    - (v) Any correspondence made between the Executive Engineer and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
    - (vi) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
    - (vii) Bank Guarantee for security deposit.

5. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.
6. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.
7. IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address \_\_\_\_\_

Signature of Contractor  
With Seal

2. Name & Address \_\_\_\_\_

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

1. \_\_\_\_\_

2. \_\_\_\_\_

Chief Operations Manager  
Deendayal Port Authority

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

Secretary  
Deendayal Port Authority

#### 4. Section – 4: Commercial Terms and Conditions

**4.1. Tender Fees:** Tender Fee as per clause no. 2.4.2.1 to be submitted in the form of digital mode of payment only in favour of Deendayal Port Authority, Vadinar. The scanned copy of the document proof for payment towards tender fee shall be submitted in online and hard copy to be submitted to address given in the NIT within 7 days of opening of technical bid. The bid/tender not accompanied with document proof towards tender fee shall not be considered & out rightly rejected.

**4.2. Earnest Money Deposit: Bid Securing/ EMD To be deposited through NEFT/RTGS/ any other electronic mode of payment into A/c no. 325310100002572, IFSC No. BKID0003253, Bank of India, Vadinar**

**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 as well as duly filled in and signed 'Bid Securing Declaration Form' provided in the tender document during preliminary bid stage failing which the bid will be considered non-responsive.**

**B. The EMD up to Rs. 5 lakhs shall be payable by digital/online transfer & EMD beyond Rs.5 lakhs can also be payable by digital/online transfer or in the form of Bank Guarantee for the entire amount from any Nationalized Bank / Scheduled Bank except Co-operative Bank having its branch at Vadinar/ Jamnagar. 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 stands disqualified.**

**C. EMD of unsuccessful bidders other than L1 is refunded immediately after ranking of price bids. Earnest money of L1 is refunded immediately after entering in to agreement and acceptance of performance Guarantee.**

**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**

**b) The successful bidder fails within the specified time limit to (i) Sign the Agreement or (ii)Furnish the required Performances security**

#### **Bid Securing Declaration**

The bid/tender shall be accompanied by Bid Securing Declaration in prescribed format as provided at **Form-14** in the bid document. The bid/tender not

accompanied with this declaration shall not be considered & their technical bid will not be opened.

**4.3. Average Annual Financial Turnover:** Average annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous financial year should be of monetary limit as mentioned under clause 2.4.1.

**4.4. Solvency Certificate:** Solvency Certificate as per clause no. 2.4.1. which should not be older than six months on the date of invitation of tender. **(Not Applicable)**

**4.5. Work Order:** Experience of having successfully completed similar works [providing services for running & maintenance of guest house / canteen / cafeteria in any

Govt. / Public Sector undertaking / Private Organizations " ] during the last 07 years ending last day of month previous to the one in which applications are invited should be as per monetary limit mentioned under clause no. 2.4.1.

**4.6. Completion Certificate:** A copy of the completion certificate in respect of the successfully completed similar work towards clause no. 4.5 should be submitted. The completion certificate should invariably mention the reference number of work order, the date of completion of work and amount of work done.

**4.7. Tax Deducted at Source:** The bidder will be required to produce the tax deducted at source [TDS] Certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completion of work [as per clause no. 4.5]. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.

**4.8. Bid Prices:**

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

4.8.2. The prices shall be quoted inclusive of all Taxes [excluding GST], Duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work.

**4.9. Currencies of Bid and Payment:** The unit rates and the prices shall be quoted by the bidder Indian Rupees only.



#### **4.10. Performance Security Deposit:**

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills. Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Bank Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or Digital transfer within 21 days of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from the date of payment of final bill.

. 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 and/or the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare Cess @ 1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

#### **4.11. Variations:**

4.11.1. Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. With 14days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

4.11.2. For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

- (i) Rates and prices in Contract, if applicable plus escalation as per contract.
- (ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
- (iii) Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.

4.11.3. For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

- a. Rates and prices in contract, if reasonable plus escalation, failing which (i) and (ii) below will apply
  - b. Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
  - c. Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.
- 4.11.4. If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.
- 4.11.5. If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

#### **4.12. Payment Terms:**

- 4.12.1. The payment will be made on monthly basis on production of bills as per work done in triplicate duly sealed, signed and stamped by contractor and verified and signed by Engineer-in-Charge.
- 4.12.2. While submitting the bill for the next month, the Service provider must file a certificate certifying the following:
- 4.12.2.1. Wages of workers have been credited to their Bank account on (Date). (Copy of Bank Statement enclosed).
  - 4.12.2.2. PF Contribution relating to workers amounting to Rs.\_\_was deposited on (date) (Copy of challan enclosed).
  - 4.12.2.3. He is complying with all Statutory Labour Laws including Minimum wages Act.
  - 4.12.2.4. The Agencies which do not provide detail of the payment of all statutory dues with the bill may be given one month's notice for termination of the contract right away.
- 4.12.3. **Interest:** No claim of interest will be entertained by the Employer with respect of any money or balances which may be in its hands owing to any dispute between itself and the Contractor or with respect to any delays on the part of the Employer in making interim or final payment or otherwise.

#### **4.13. Special Conditions relating to R&M Works**

4.13.1. IF a firm quotes NIL charges/consideration over and above the minimum wages

w.r.t Schedule-B item no. 1 , the financial bid shall be treated as unresponsive and will not be considered. Minimum wage as per CLC circular dated 25/09/2024 , w.e.f. 01/10/2024 considering for tender evaluation F a firm quotes NIL charges/consideration over and above the minimum wages + EPF (Employer contribution) w.r.t Schedule-B item no. 1, the financial bid shall be treated as unresponsive and will not be considered.

4.13.2. All bids received not complying to above clause will be rejected and will not be considered for further evaluation.

4.13.3. In such cases, the next lowest bidder, who fulfils the above condition will be considered as L1 for further evaluation.

4.13.4. The Contractor should ensure that the wages paid to the labours engaged by him are not less than the prevailing Minimum Rates of Wages per person per day in respect of Area-C as notified by the CLC(C), Ministry of Labour & Employment, New Delhi from time to time.

4.13.5. **DPA shall make following payments & reimbursements to the contractor every month:**

(a) **the quoted rates of minimum notified Reimbursement of Monthly Wages paid to labour at the rates of minimum wages notified by notified by the Chief Labour Commissioner (C),**

**Ministry of Labour & Employment, New Delhi, vide his order dated 25.09.2024 in respect of Incharge of work falling under the Skilled Category and labours falling under unSkilled Category on production of documentary evidence of payment as detailed hereafter.**

(b) **Reimbursement of Monthly Wages paid to labours at the rates of minimum wages notified from time to time by the Chief Labour Commissioner (C), Ministry of Labour & Employment, New Delhi, vide his order dated 25/09/2024 in respect of supervisor of Work falling under the Skilled Category and labours falling under unSkilled Category on production of documentary evidence of payment as detailed hereafter.**

#### **4.14. Provident Fund & ESI**

The contractor has to remit the PF contribution regularly to the concerned department for the labours engaged by him. The EPF contribution on the part of the employer in respect of this contract shall be paid by the contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

In case the Notice for non-compliance is received from the appropriate agencies, the amount due will be deducted from the bills and other monies available with the Port.

#### **4.15. Compensation Events**

4.15.1. The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.

- a. The Employer does not give access to a part of the Site by the Site.
- b. The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- c. The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- d. The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
- e. The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.
- g. The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- h. Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- i. The advance payment is delayed, if applicable.
- j. The effect on the Contractor of any of the Employer's Risks.
- k. The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- l. Other Compensation Events listed in the Contract Date or mentioned in the contract.

m. Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

4.15.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

4.15.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

#### **4.16. Taxes:**

4.16.1. **Tax:** The prices shall be quoted inclusive of all Taxes [excluding GST], duties, salary and wages of staff, repair and maintenance cost, fuel cost, insurance and other incidentals etc. and should remain firm till completion of work. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

4.16.2. **GST:** Applicable GST on the taxable value of supply of Goods or Service or both covered in this tender/contract will be paid by Port as reimbursement on production of documentary evidences/reflection of the same under the GSTIN of DPA in the GST web portal. Applicable statutory recoveries including TDS under Income Tax, TDS under GST will be deducted/recovered while accounting for or making payment to the vendor as per the applicable laws.

4.16.3. **Deduction of Income-Tax:** Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

#### **4.17. Deduction:**

4.17.1. Deduction of taxes/income tax at source shall be made from the any bill the Contractor in accordance with the prevailing rules of Govt.

4.17.2. Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

**4.18. Damage to Port Properties:** Contractor shall be responsible for making good to the satisfaction of the Officer-In-Charge for any loss or any damage to all structures and properties by the contractor or by his workers, within OOT Department limit. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the contractor, his employee agents, representatives or sub-contractors, he shall make good the loss as assessed by the Engineer-In-Charge. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Nodal officer shall be conclusive.

**4.19. Liquidated Damages/Penalty, if any:** In case of delay of contract, liquidated damage [LD] may be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to a maximum of 10% of the contract price.

4.19.1. The employer if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion without the levy of L.D. In the event of extension of time at its discretion with L.D. the power will be entitle without prejudice to any other right or remedy available in that behalf per cent [½%] of the contract value of the work for each week or part of the week subject to the ceiling defined in sub-clause.

4.19.2. The employer, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of contractor to complete work with in further extension of time allowed as aforesaid, shall be entitled, without prejudice to ant other right or remedy available in that behalf to rescind the contract.

4.19.3. The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame shall be entitled to terminate the contract.

4.19.4. In the event of such termination of the contract as described in clauses (ii) or (iii) or both the owner shall be entitled to recover L.D. up to ten present[10%] of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

4.19.5. The ceiling of L.D. shall be 10% of the cost of work.

4.19.6. In case part/portion of the work can be commissioned and part operates the portion for commercial purpose the rate of L.D. will be restricted to the uncompleted value of work, the maximum L.D. being on the entire contract value.

4.19.7. Note: contract price for L.D. shall be inclusive of tender price plus taxes and duties.

**4.20. Escalation, if any:** No Escalation of rate during the period of contract will be entertained.

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

## 5. Section – 5: General Conditions of Contract

**5.1. Definitions:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 5.1.1. **“Employer”** means Board of Authorityees of Deendayal Port, a body corporate under the Major Port Authority Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Engineer-in-Charge or any other officers so nominated by the Board.
- 5.1.2. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- 5.1.3. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- 5.1.4. **“Contract Price** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes (excluding GST)and excise duties to be paid to state or central govt.
- 5.1.5. **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- 5.1.6. **“Engineer-in-Charge”** shall mean the concerned officer of DPA looking after execution of subject work.
- 5.1.7. **“Work” or “Works”** shall mean the work to be carried out by the contractor under the contract.
- 5.1.8. The **“Site”** shall mean the whole area and the routes and surrounding areas where the vehicles will ply.
- 5.1.9. **“Approved” or “Approval”** shall mean approval in writing.
- 5.1.10. **“Nodal officer”** shall mean any officer authorized by the Chief Operations Manager for purpose of this contract.
- 5.1.11. **“Day”** means calendar day.
- 5.1.12. **“Months”** are calendar months.
- 5.1.13. **“Trip”** means shift.



5.1.14. **“Shift”** means 8 hours duty hours decided by DPA from time to time.

**5.2. Use of Contract Document:** The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

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

**5.4. Jurisdiction of Court:** All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at **Khambhalia**.

**5.5. Force Majeure:**

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

5.5.2. If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavour to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

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

**5.6. Compliance with Statues, regulations:** The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/ Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the

existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act,

Factories 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, Shop and Establishment 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 Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

**5.7. Registers to be maintained by the Contractor:**

- 5.7.1. The contractor has to maintain a register furnishing the name, address and latest photographs, telephone number of the contract personnel engaged by him and posted at the work. This register completed in all respects has to be handed over to the Engineer-in-Charge within 15 days from the date of award of contract.
- 5.7.2. The contractor has to duly maintain register furnishing the details of duty roster i.e. the shift in which they will attend duty. This register should be checked every morning by the authorized official of the service provider for verification/signature and shall also be made available for inspection to the Engineer-in-charge whenever called for. Any changes in the staff should be intimated to DPA with valid reasons.
- 5.7.3. The contractor before engaging any person has to get his antecedents checked by the police and the police report to be produced to DPA.
- 5.7.4. The contractor has to issue identity cards to all his staff engaged by him and shall ensure that the staff shall wear the same while on duty.
- 5.7.5. The contractor shall keep and maintain attendance register, PF and ESI contribution register, the copy of Bank Account details of the personnel deployed by the contractor and the same shall be made available for inspection of the employer from time to time as and when demanded by the Employer.
- 5.7.6. **Site Order Book:** Site order book is to be maintained by the contractor at the site of work. Orders and instructions written in the order book shall be deemed to have been legally issued to the contractor & the contractor shall sign each entry promptly in the order book as a taken of having seen the same. The order book shall be the property of the board & shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work of whenever required by the Engineer-in-charge.

5.7.7. **Hindrance Register:** Hindrance Register should be maintained at site which shall be signed by both the parties i.e. representative of DPA and the Contractor”, based on actual facts/evidences.

**5.8. Submission of Labour Reports by Every Fortnight:**

5.8.1. By 4<sup>th</sup> and 19<sup>th</sup> of every month the contractor shall submit a true statement showing the details given below in respect of the second half of the preceding month and the first half of the current month respectively.

5.8.1.1. The number of labours employed by him on the work.

5.8.1.2. Their working hours.

5.8.1.3. The wages paid to them.

5.8.1.4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and the number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Nodal Officer shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

5.8.2. **No Labour Below 18 Years:** No labour below the age of 18 (eighteen) years shall be employed on the work.

**5.9. Time Extensions:**

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

5.9.1.1. Changes ordered by Deendayal Port Authority.

5.9.1.2. Force Majeure.

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

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

**5.11. Police Verification of Staff:**

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

- 5.11.2. This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as “**Prohibited Area**”. Contractor who would be awarded contract is required to comply with the above requirements.
- 5.11.3. Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Nodal

Officer of respective Divisions, to be forwarded to Commandant, CISF which is our Security Department along with request for issuance of Entry Passes.

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

**5.12. Action where no specifications are specified:** The work shall be carried out in all respects in accordance with the instructions and requirements of the Nodal Officer.

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

**5.14. Labour Rules and Other relevant Rules:**

- 5.14.1. The contractor shall unless otherwise provided in the contract, make his own arrangement for engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The contractor shall, if required by the Nodal officer or his nominee, deliver to the Nodal officer or his nominee a return in details, in such form and at such intervals as the Nodal officer or his nominee may prescribe showing the staff and number of the several classes of labour from time to time employed by the contractor on the site and such other information as the Nodal officer or his nominee may required.
- 5.14.2. **Compliance with labour regulation:** During continuance of contract, the contractor and his sub contractor shall abide at all time by existing labour enactment and rules made there under, regulation notifications and by laws of the state or Central Government or local authority and any others labour law (including rules) regulations by laws they may be passed or notification that may be issued under any labour law in future either by the state or Central Government or the local authority. Salient features of some of the majored labour laws that are applicable to construction industry are given below.
- 5.14.3. The contractor shall keep the employer indemnified in case any action is taken against the employer by competent authority on account of

contravention of the provision of any Act or rules made there under, regulations or notification including amendments.

- 5.14.4. If the employer is caused to pay or reimburse such amount as may be necessary to cause or observe or for non-observance of the provision stipulated in the notification/by laws/acts/rules/regulation including amendments, if any on the part of contractor the Nodal officer or his nominee/Employer shall have the right to deduct any money due to the contractor including his amount of preference security. The

Employer/Nodal officer or his nominee shall also have right to recovery from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

5.14.5. **Salient features of some Major Laws applicable to establishment engaged in Building and other Construction Work**

- (a) **Workmen compensation Act 1923:** the act provides or compensation in case of injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishment employing 10 or more employees.
- (c) **Employee P.F. and miscellaneous provision Act 1952:** The Act provision for monthly contribution by the employer plus worker @ 12%/ 8.33% the benefits payable under the Act are (i)Pension retirement or death as the case may be.(ii)Deposit Linked Insurance on the death in harness of the worker.(iii)Payment of P.F. accumulation on retirement/death etc.
- (d) **Maternity Benefit Act 1951:** The act provides for leave and some others benefits to workmen employees in case of confinement or miscarriage etc.
- (e) **Contract Labour (Regulation& Abolitions Act 1970):** the Act provides for certain welfare measure to be provided by the contractor labour and in case the contractor fails to provide the same are required to be provide by Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishment or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) **Minimum Wages Act 1948:** The Employer is supposed to pay not less than the minimum Wage fixed by appropriate Government as per provisions of the Act of employment is a scheduled employment

construction of Building Roads, Runways are schedule employment.

- (g) **Payment of Wages Act 1936:** It lay down as to by what date the wages are to be paid when it will be paid and what deductions can made from the wages of the worker.
  
- (h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to male and female worker and for not making discrimination against Female Employees in the matter of transfer, training and promotion etc.
- (i) **Payment of Bonus Act 1965:** The Acts applicable to all establishments employing 20 or more employees'. The act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only act does not apply to certain establishments. The newly set-up establishment are excepted for five years in certain establishment some of the state Government have reduced the employment size from 20 to 16 for the purpose of applicable of this Act.
- (j) **Industrial Disputes Act 1942:** The act lay down the machinery and procedure for resolution of industrial disputes in what situation a strike or lockout became illegal and what are the requirements for laying off or retrenching the employees or cleaning down the establishment.
- (k) **Industrial employment's(Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen ( employment size reduced by some of the states and Central Government to 50) The provides for laying down rules governing the condition of employment by the Employer on matters provided in the Act and get same certificate by the designated Authority.
- (l) **Trade Union Act 1926:** The lays down the procedure for registration of trade union of workmen from civil and criminal liabilities.
- (m) **Child labour (prohibition & regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupation and processes and provides for regulation of employment of child in all others occupation and processes. Employment of child is prohibited in Building and construction Industries.
- (n) **Inter-state Migrant workmen's (Regulation of Employment & condition of service) Act 1979:** The act is applicable to an

establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment shifted in another state). The Inter State migrant workmen, in establishment to which this Act become applicable, are required to be provided certain facilities such as home, medical aid, travelling expense from home upon the establishment and back etc.

- (o) **The Building and others construction worker (Regulation of employment and condition of service Act 1996):** All the establishment who carry on any building or other construction work and employs 10 or more are covered under this Act. All such establishment are required to pay cases at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures as the Building or construction work and other welfare measure, such as canteens. First Aid Facilities, Ambulance; Housing accommodation for workers near the place etc. the employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) **Factories Act 1948:** the act lays down the procedure for approval at plan before setting up a factory, health and safety provisions, welfare provision, working, hour's occurrence to designated authorities. It is applicable to premises employing 10 persons in manufacturing process.

**5.15. Sub Contracts:** The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

**5.16. Undertaking by the Contractor:**

5.16.1. Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (excluding GST), duties, fees, Cess etc. and all incidental charges.

5.16.2. The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Rajkot in case he has to engage 10 or more workers on any day during the execution of work.

**5.17. Conduct:** The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

**5.18. Accident:** The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Executive Engineer (Civil) giving all the details in writing. He shall also provide additional information about the accident as requested by the Nodal Officer.

**5.19. Watch and Ward:** During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the vehicles and the belongings of the contractor at his own cost till completion of the work.

**5.20. Termination of Contact:**

5.20.1. The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.

5.20.2. Fundamental breaches of contract include, but shall not be limited to the following:

- a. The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
- b. The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- c. The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- d. A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
- e. The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- f. The contractor does not maintain a security which is required.
- g. The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- h. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior



to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.

5.20.3. When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub clause 5.20.2 above the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

5.20.4. Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

5.20.5. If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

## **5.21. Payment upon Termination**

5.21.1. If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data.

Additional Liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the contractor, the difference shall be a debt payable to the Employer.

5.21.2. If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **5.22. Arbitration Clause:**

5.22.1. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs,

drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- 5.22.2. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
- 5.22.3. 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.
- 5.22.4. It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- 5.22.5. It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- 5.22.6. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- 5.22.7. 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 Nodal Officer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- 5.22.8. 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.

- 5.22.9. The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 5.22.10. The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award
- 5.22.11. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
  - 5.22.11.1. 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.
  - 5.22.11.2. It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
  - 5.22.11.3. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

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

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

**5.24. Nodal Officer or his nominee's decision:** Except where otherwise specifically stated, the Nodal Officer or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

**5.25. Delegation:** The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

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

**5.27. Personnel:**

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

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

**5.28. Safety:** The Contractor shall be responsible for the safety of the vehicle, his staff as well as passengers.

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

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

**5.31. Insurance:** The contractor shall at his own costs and expenses obtain and shall cause any subcontractor to obtain such insurance as may be necessary to cover the liability of the contractor or as the case may be of such subcontractor in respect of personal injuries and death arising out of or in the course of or caused during the execution of the works and shall produce or cause any such subcontractor to produce for inspection the relevant policy or policies together with receipt for the premium paid under such policy/policies as and when required by the Employer.

## SECTION -6

Price Bid / Bill of Quantities

Separate Sheet attached

## **SECTION -7**

DRAWING – ATTACHED IN SEPARATE SHE

## 8. Section – 8 : Scope of Work

### 8.1 Details of Guest House

The Deendayal Port Authority has Guest house [07 AC rooms] with annexe rooms in the residential quarter of Block B & D, which are situated inside the DPA colony at Vadinar, Taluka-Khambhaliya, Dist.-Devbumi Dwarka [2 nos. D-Type Quarters and 4 nos. B-Type quarters are part of the Guest House]. All the rooms are furnished with two cots, study table, portable television, and chairs with cushion and attached toilet/bathroom. In addition, it has a Kitchen, dining hall and there is a space for parking for vehicles and Garden.

Extension of guest house by adding another 02 rooms is likely to occur during the currency of the contract period. The maintenance work of this additional rooms of the guest house shall be maintained by the contractor in same scope of work.

### 8.2 Details of Staff Canteen

The canteen is situated at jetty area, which is 10 KM from Guest at Port Colony Vadinar. The canteen has one dining provided with wooden seating arrangement, one kitchen, store room and wash area. The contractor shall provide cafeteria services at Port Staff canteen for the staffs and visitor.

### 8.3 SCOPE OF WORK- GUEST HOUSE

#### 8.3.1 Front Office Job

To facilitate room allocation by giving daily occupancy listing, bookings, check-in and check-out of guests, collect cash/obtain signatures of guests as required, maintain proper accounting and submit the same periodically to DPA Officials. Attending phone calls and passing messages to guests/DPA officials

#### 8.3.2 Catering

8.3.2.1 To render all Food and Beverage services at high standards.

8.3.2.2 To render additional services as may be required by DPA.

#### 8.3.3 Housekeeping

To render all housekeeping services including maintenance of rooms, dining halls, kitchen, office rooms, reception area, toilets, terrace, surrounding areas including backyard, car parking, lawn and all other areas within the boundary of guest house which may not be specified here, at high standards.

#### 8.3.4 Laundry

8.3.4.1 To render all laundry services at high standards for guest house linen items.

8.3.4.2 To render all laundry services at high standards for guests.

#### 8.3.5 General Administration

8.3.5.1 To ensure the entire operations of the Guest House and coordinate with Office Service departments of DPA for smooth running of the guesthouse.

8.3.5.2 To maintain records as required by DPA.

- 8.3.5.3 To ensure the safety of Guest House, properties belonging to the Guest House and maintain total vigil on the movement of people in the guest house.

#### **8.4 FRONT OFFICE JOB**

- 8.4.2 When the guest checks-in, the Contractor / Contractor's staff shall immediately attend to him, receive him, and allot the room specified by the designated officer of DPA in his name. DPA will reserve the rooms and intimate the Contractor through e-mail/hard copy / soft copy through the designated officer. The contractor shall not allot rooms on his own for any reason.
- 8.4.3 Get the guest's name entered in the Occupancy Register to be provided by DPA.
- 8.4.4 Accompany the guest by carrying his baggage to his room, leave him in the room, look for his comforts, keep fresh water, etc.
- 8.4.5 Offer him tea/coffee/food etc. as required by him, suiting to the time.
- 8.4.6 When the guest checks-out, separate bills for boarding and lodging are to be prepared and signed by the guest.
- 8.4.7 For all guests, entire expenditure towards boarding and lodging shall be collected in cash. The lodging charges collected shall be deposited in DPA duly approved by DPA designated Officer.
- 8.4.8 Carry the guest's baggage from the room to the vehicle while checking out.
- 8.4.9 To ensure that the guest has not left behind in the room any of his belongings, and if found, immediately inform DPA officials for delivering the same to the guest.
- 8.4.10 The Contractor's boys shall not seek any tips or favour from the guests for the services rendered.
- 8.4.11 During stay, the guest's miscellaneous needs are to be attended to, like laundry needs etc. The charges for these services may be collected from the guest on actual basis, providing relevant bills.
- 8.4.12 To order for newspapers and magazines as advised by DPA, coordinating with the newspaper agents and the expenditure actually incurred will be borne by the Contractor and paid to the newspaper agency at the end of the month. The contractor shall claim reimbursement from DPA along with bills to be submitted by the Contractor once in a month.
- 8.4.13 Coordinating with cable operator to see that all connections available in all the rooms and dining halls are in order and in working condition. However, the actual expenditure incurred for cable connections will be borne by the DPA.

#### **8.5 CATERING**

The Contractor shall provide the following services:

- 8.5.2 Preparation of Tea and Coffee, Breakfast, Lunch and Dinner etc., as per the menu given separately in the **Annexure-I**. No escalation in prices shall be entertained during the said period.



- 8.5.3 The menu may be altered for specific guests / special occasions programmes / functions as desired by DPA, within the overall scope of the menu. For any extra item, not covered in the menu the Contractor may charge additionally on the mutually agreed rates.
- 8.5.4 The Contractor shall take orders beforehand from the staying guests regarding their food requirements.
- 8.5.5 The Contractor shall take care to provide healthy food to the guests as per the standard menu prescribed by DPA. However, in exceptional cases, he may have to prepare food as specified by the guests on medical grounds.
- 8.5.6 The Contractor shall be responsible for procurement of raw materials and ingredients. Best quality raw materials and ingredients shall be used in the preparation of food and beverages. Fresh vegetables and milk, standard beverages shall be used. The quality of the materials should be to the satisfaction of the officials of DPA who may carry out random inspection.
- 8.5.7 The Contractor shall store sufficient quantity of high quality ingredients in the available place in the guesthouse to ensure preparation of food items in time. The Contractor at his own risk shall make the procurement and storage.
- 8.5.8 Every food preparation shall be used for the specific service and the Left-over food shall not be carried to next meal service.
- 8.5.9 The Contractor shall be responsible for serving of food and beverages in the Dining room. Morning Tea / Coffee will be served in respective rooms for all the guests.
- 8.5.10 Other room service shall be provided to VIPs on request and other guests in case they are not able to reach Dining Hall due to medical reasons.
- 8.5.11 The Contractor shall provide efficient and prompt service to all guests.
- 8.5.12 The food preparation is to be done in a strictly hygienic environment and matching process without any compromise. The staff is also expected to be reporting for duty with good health and hygiene as well as washed & pressed uniforms.
- 8.5.13 The Contractor should ensure total cleanliness and regular cleaning of facilities in the kitchen.
- 8.5.14 The Contractor shall perform the Service to the satisfaction of the DPA officials. If any shortcoming is found then on instruction from DPA officials, the Contractor shall rectify the shortcoming immediately.
- 8.5.15 The Contractor shall ensure that he appoints well qualified & experienced cooks in all types of Indian [South / North Indian]; Vegetarian / Non-Vegetarian Food preparation.
- 8.5.16 The Contractor shall use crockery, cutlery and utensils of superior quality at his own cost.
- 8.5.17 Crockery will include large / medium size plates, bowls and glasses of superior quality bone china / La-Opala.

- 8.5.18 Routine cleaning and proper handling of kitchen equipment required for food production will be the contractor's responsibility.
- 8.5.19 The contractor shall use only LPG Gas for cooking purpose in the guest house. The use of electricity, fire wood, coal, kerosene diesel or any other medium shall not be allowed. The contractor shall have to make his own arrangement for getting gas cylinder filled from appropriate authorities.
- 8.5.20 Any cooking equipment's which are run on electricity will be permitted in the kitchen only with the prior permission of DPA officials.
- 8.5.21 No food stuff prepared inside the Guest House will be served to outside parties and no unauthorized person shall be allowed to enter the Guest House unless otherwise permitted.

## **8.6 HOUSEKEEPING**

- 8.6.2 The number of rooms available in the guesthouse are given above for estimation purpose. The Contractor, before submitting his offer, may visit the place for his own assessment.
- 8.6.3 The Contractor will procure and provide small sized soaps, shampoo sachet, etc. to be kept in all the rooms as directed by officials of DPA.
- 8.6.4 The Contractor shall arrange to keep one daily English Newspaper, one Gujarati newspaper and one English magazine are to be kept at reception Area.
- 8.6.5 All the rooms shall be kept neat and tidy to enable DPA to allot the rooms at any point in time.
- 8.6.6 The Contractor shall be responsible for making the beds and clean all the rooms twice daily. All rooms, bath rooms and toilets are to be cleaned with high quality disinfectants twice daily. Ceilings, ceiling fans, windows, glasses and furniture is to be cleaned once in a week. All the necessary housekeeping materials for the performance of services shall be to the Contractor's account.
- 8.6.7 Room fresheners and deodorants facilities to be made available in all the rooms, toilets, lounges and all common toilets at the contractor's cost. They may be replenished immediately whenever required.
- 8.6.8 The contractor shall maintain high standards of cleanliness and hygiene throughout the guesthouse.
- 8.6.9 The Contractor's men shall take care of the wall calendars, clocks, etc. provided in the guesthouse rooms and other places, including taking care of changing batteries when required. Expenditure shall be borne by the contractor.
- 8.6.10 Rooms to be regularly checked for bed, hand towel, bath towel, soap, shampoo etc. water, functioning of TV, ACs, geysers and bath room fittings, bulbs etc. Drinking water should be arranged from bottled water or Water purifier machine available in guest house.

- 8.6.11 The Contractor shall ensure proper functioning of all systems in the guest house such as electrical, electronics, water supply and sanitary. Should there be any requirement of attending to emergency problems which are minor in nature, he shall arrange to call the qualified person in the respective field and get the problem solved.
- 8.6.12 All systems and processes in Soft Services should be designed to achieve the highest standards of hygiene and cleanliness through Innovative approaches and integration of trained and qualified human resources, state of art equipment's, eco-friendly cleaning products and proven processes. The results should be of a superior quality performance levels.
- 8.6.13 To ensure that all the rooms, fixture and fittings attached to the rooms are kept well cleaned, regularly as specified in the cleaning service [Record to be maintained for verification].
- 8.6.14 Pest Control treatment should cover anti mosquito / moth / lizards / bed bugs / cockroaches / silver fish treatment to be carried out periodically and anti-termite treatment [minimum once in 6 months] or as and when required as per the instruction Engineer-in-charge at his own cost. No extra payment shall be paid by the DPA.
- 8.6.15 Contractor shall provide and install 3 nos. Electric Insect Killer [2 nos. in the dining area and 1 no. in the kitchen] within 15 days from the commencement of work at his own cost. No extra payment shall be paid by the DPA.
- 8.6.16 To ensure that all rooms are provided with following items at any point of time [Record to be maintained for verification].
- a. Bed Mattresses
  - b. Bed Sheets
  - c. Pillows
  - d. Pillow Covers
  - e. Blanket
  - f. Bath Towel
  - g. Hand Towel
  - h. Tumbler / Glass
  - i. Hangers
  - j. Bucket
  - k. Mug
  - l. Bath Stool
  - m. Foot Mat
  - n. Curtains

Besides the above items, all rooms should also have the following which will be provided by the DPA.

- o. AC
- p. TV with Remote

8.6.17 The Agency shall supply the following consumables for each room per day.

- a. Coffee, Tea, Milk and Sugar Sachets
- b. A jug of water / bottled water

8.6.18 The Agency shall ensure the following items are replenished in each room.

- a. Small size soap and shampoo.
- b. Goodnight / All-out mosquito repellent with refills.
- c. Toilet Tissues Rolls / Tissue Paper [02 nos.].
- d. Room fresheners / Toilet fresheners [Odonil].
- e. Naphthalene balls.
- f. Battery Cells [in working condition] for TV, Wall Clock and AC remotes.

All items mentioned above should be of superior / branded quality as approved by the Engineer-in-charge. The Service provider should provide all these items.

8.6.19 List of Cleaning Agents to be used:

The contractor shall procure the following said daily consumables required for running and maintenance of guest house at his own cost no extra payment will be made in this account. The list of cleaning agents is listed below should be branded and of good quality.

- |   |                                       |
|---|---------------------------------------|
| 1. Dusting Cloth                                  | 2. Scrubbers with handle              |
| 3. All Purpose Cleaner                            | 4. Dust pan                           |
| 5. Window Glass Cleaner                           | 6. Dust brushes                       |
| 7. Window Applicator                              | 8. SS Scorch pads/steel wool          |
| 9. Window Squeeze                                 | 10. Nylon brooms with sticks          |
| 11. Garbage bags large                            | 12. Floor dust mops with holder       |
| 13. Garbage bags medium                           | 14. Feather duster                    |
| 15. Garbage bags small                            | 16. Spray bottles                     |
| 17. Air Freshener                                 | 18. Toilet brush                      |
| 19. Insect Killer                                 | 20. Hand brush                        |
| 21. Naphthalene Ball                              | 22. Plastic buckets                   |
| 23. Dettol  | 24. Extension pole for glass cleaning |
| 25. Deodorant / fresheners                        | 26. Toilet paper rolls                |
| 27. Single Disk Scrubber                          | 28. Harpic / Flush Clean              |
| 29. Garbage bins of different colours of 100 ltrs |                                       |

All items should be stored in a safe place. Enough stock should be kept at all items for cleaning of the guesthouses. However, the service provider should not use the space provided in the guesthouse for hoarding the above items.

8.6.20 General points about materials for Guest House Maintenance:

- i The description / brand of materials to be used for various house-keeping activities shall be as specified above.
- ii All cleaning material such as phenyl, disinfectants, air-fresheners (stick), air fresheners (round), hand-wash, liquid soap, sani cubes, squeeze, detergent

powder, naphthalene balls, etc. shall be provided and arranged by the agency at its own cost. All the material used should be of good quality and eco-friendly.

- iii The agency shall arrange for all cleaning equipment's such as – Hard brush / soft brush, Soft / Hard duster, Mops, Multi Wash, Dry mops kit, Glass cleaner, WC cleaner, Vacuum cleaner, Jet-pump etc.
- iv The quality of cleaning material / equipment's may be inspected by us periodically.
- v Dustbins, mugs, small buckets in all guesthouse area, toilets [common and attached] shall be provided by the agency and replaced as and when informed by DPA to the agency.
- vi Dustbins shall be provided with disposable garbage bags and the same shall be replaced daily. The Contractor should not use plastic.

## **8.7 LAUNDRY**

- 8.7.2 The Contractor shall provide manpower, materials and systems for efficient and timely laundry services for the guesthouse.
- 8.7.3 Bed linen and towels should be washed weekly or on occupancy basis, pressed wrinkle free and kept in clean condition for use. Washing of table cloth, curtains, sofa covers, blankets etc., are to be carried out based on needs. The laundry services should be done in time. In exceptional cases and on specific instructions from DPA officials the contractor may claim expenditure incurred for laundry services extended to VIPs.
- 8.7.4 The contractor shall charge from the guests for laundry services for self as per actual.
- 8.7.5 The contractor will be allowed to provide the washing machine.

## **8.8 GENERAL ADMINISTRATION**

- 8.8.2 Guest Occupancy Register provided by DPA shall be maintained and up dated by the Front Office Staff. As soon as the guest enters the guest house necessary entries are to be obtained.
- 8.8.3 An attendance register is to be maintained for the contractor's staff.
- 8.8.4 Daily boarding charts are to be maintained without overwriting for the provision of food to the guests.
- 8.8.5 A file is to be maintained for preserving the room reservation list.
- 8.8.6 Room rent and boarding bill books are to be maintained as prescribed by DPA.
- 8.8.7 Asset Register is to be maintained by the Contractor to ensure the safe custody of guesthouse properties. This is subject to periodical verification by the concerned authorities of DPA. The Contractor shall assume full responsibility for maintaining all movable and immovable properties of DPA located inside the Guest House. In case of any shortage, damage etc., the Contractor is liable for replacement of the same at his cost or the cost of the asset will be deducted from his pending bills.

- 8.8.8 The Contractor shall obtain feedback in the prescribed forms on services rendered on a regular basis from all the guests.
- 8.8.9 Statements of food provided, bills received and submitted, etc. are to be maintained by the Contractor.
- 8.8.10 The Contractor shall perform all catering and housekeeping work in a thorough, efficient, professional manner with due diligence and care according to industry norms and standards, in conformity with applicable local laws and regulations and Company's own procedures and instructions. The Contractor shall perform the Service to the satisfaction of DPA and if any shortcomings are noticed the same shall be rectified in time to the satisfaction of DPA.

**Raw material standards:** The Contractor shall ensure that high quality ingredients and variety of quality vegetables are always procured for preparation of eatables. For all food preparation, double refined cholesterol free and agmark oil is to be used. As far as possible for all other preparations agmark or any other standard products are to be used. The DPA authorized official has the right to test the quality of food, and reject any ingredient that may be found to be substandard. All raw materials used should be free from adulteration or any foreign material. The contractor should also ensure that the used edible oil is not re-used for any other cooking purpose.

**Hygiene Standards:** The Contractor should ensure the health and hygiene of the workers employed by him and ensure periodical medical check-up as per the norms of the Factories Act 1948 and OHSAS norms.

## **8.9 Providing Cafeteria Services at Port Staff Canteen**

- 8.9.2 The services at Port staff canteen shall be provided on all days including holidays.
- 8.9.3 The contractor shall deploy minimum 1 cook and 1 attendant for running the canteen at his own cost, no payment for labours will be made by Port.
- 8.9.4 The timings of canteen is from 0800 hrs to 2000 hrs.
- 8.9.5 Providing tea / beverages / breakfast / lunch / snacks (buffet/packed) etc. in canteen and meeting / Conferences.
- 8.9.6 Providing following packed food items on MRP :-
- a) Biscuit - Small/Big Pkt - Britannia / Parle / ICT
  - b) Namkeen - Small/Big Pkt – Haldiram / Bikano etc.
  - c) Cold Drink - Small/Big – Pepsi / Coke / Frooti / Real Juice / Tropicana etc.
  - d) Chas - Small Pkt - Mother Dairy / Amul
  - e) Curd - Small Pkt - Mother Dairy / Amul
  - f) Water Bottle- Bisleri / Aquafina / Kinley / Bailey
- 8.9.7 Proper tea / coffee / milk / snacks / breakfast / lunch in the officer's room & for Staff at Canteen as per the request of officers & staff.
- 8.9.8 Proper upkeep of all furniture and equipment's in the canteen.
- 8.9.9 Cleaning of Canteen equipment including canteen area once in a week.

- 8.9.10 Providing pest control in Canteen area including store, kitchen once in a week.
- 8.9.11 Agency would be responsible for cleaning the Canteen area including eating space and removal of waste etc.
- 8.9.12 On day to day basis and keeping the canteen area totally clean & hygienic at all time.
- 8.9.13 The Contractor shall raise the bill and collect directly from the Officers and Staff for the services provided on daily basis or on monthly as per convenience at prescribed rate specified in the **Annexure-II**. No escalation in prices shall be entertained during the contract period.
- 8.9.14 The rate list and menu as approved by the DPA should be displayed conspicuously daily. The contractor may sell other food items at prevailing market rates only.
- 8.9.15 For Canteen services provided for office purpose (meeting/ seminars), the Agency will submit bills on monthly basis in the manner as instructed by the Engineer-in-charge. The same shall be paid by DPA to the Agency.
- 8.9.16 The contractor shall make his own arrangements for transport facility to reach Administration Office Building.
- 8.9.17 Water and Electricity will be provided at free of cost. But Electricity should not be used for cooking purposes. The contractor would use power consumption only for refrigerator, hot-case, Grinding of dal, ovan, induction, stove etc.
- 8.9.18 The contractor shall not entertain any orders or supply eatables outside, DPA.
- 8.9.19 The Contractor shall use crockery, cutlery and utensils of superior quality at his own cost.
- 8.9.20 Crockery will include large / medium size plates, bowls and glasses of superior quality bone china / La Opala.
- 8.9.21 The contractor shall use only LPG Gas for cooking purpose in the Canteen. The use of electricity, fire wood, coal, kerosene diesel or any other medium shall not be allowed. The contractor shall have to make his own arrangement for getting gas cylinder filled from appropriate authorities.

#### **8.10 Facilities made available from the Deendayal Port Authority:**

- 8.10.2 The Deendayal Port Authority shall supply following articles for the use in the Guest House on acceptance of contract, the list of the items at guest house shall be prepared jointly and same shall be signed by both the parties. The contractor shall return the same material in good condition at the time of completion / termination of contract.

Part of the establishment:

- a. Complete furniture, furnishings, air-conditioner, TV and window curtains.
  - b. Bulbs, tube light, fans, geysers etc.
- 8.10.3 Water supply and electricity shall be provided by Deendayal Port Authority at free of cost. However, the contractor shall be held responsible for miss use of electricity if found

careless for switching off the lights / AC in rooms occupied by the guests. Any action / recovery of charges as decided by the Executive Engineer (C) shall be recovered from his bill.

- 8.10.4 On request of contractor, two nos. of "A/B" type accommodation will be provided subject availability with the DPA in Port colony, Vadinar at prevailing rate. The contractor shall also pay water and electricity charges as per actual.

#### **8.11 Responsibility of contractors:**

- 8.11.2 The contractor has to provide all the material and manpower needed for the routine maintenance from time to time with their own cost. The material should be branded and good quality.
- 8.11.3 The contractor has to maintain their daily worker attendance and work report, which is to be counter-signed by concerned official of the DPA.
- 8.11.4 Maintenance: All electrical fittings & fixtures shall be maintained by the DPA and the electricity bill shall be paid by the DPA. However, no cooking on electrical stoves shall be permitted.
- 8.11.5 Any loss / damage of property of guest houses by workers of contractor, the penalty for the above damage / loss will be charged to the contractor as decided by the COM (OOT), who is competent authority of the DPA.
- 8.11.6 Contractor shall change the bed sheets, blanket, pillow cover, towels, napkin etc. weekly once or after the use of the same by the guest. For every new visitor / guest washed bed sheet will be provided. Further contractor shall hand over the same at the laundry for washing. Curtains & Sofa cover will be washed four times in one year. All the expenditure for washing the bed sheets, blanket, pillow covers, towels, napkins, curtains & sofa covers etc. shall be borne by the contractor. The contractor will be allowed to provide the washing machine.
- 8.11.7 Electrical appliances, cooking appliances, utensils, appliances such as 210 L fridge, mixture, grinder, micro oven, toaster, all preparing & serving utensils and crockery etc. required for preparation of food shall be made available by the contractor at the time of commencement of the work and the same shall be maintained by contractor at his own cost and no extra payment will be made in this account. The contractor shall be able to make arrangements for food at least for 75 members at the time for party and any other functions organized by DPA.
- 8.11.8 The contractor shall issue minimum 3 pairs (per year) of uniform with shoes and socks to all the workmen engaged by him at his own cost and same shall be kept neat and clean at all time.
- 8.11.9 The contractor shall be held responsible for proper conduct, behaviour and safety of workmen engaged by him. The workmen so engaged by the Contractor, shall be under his employment and disciplinary jurisdiction. However, they shall be subject to the over-all discipline of DPA.



- 8.11.10 The workmen engaged by the contractor should be polite with pleasing manners, co-operative, disciplined and should not smoke or be under the influence of alcohol drink while on duty and inside the premises of DPA. The Contractor will be held responsible for the same, and under no circumstances DPA will be responsible for any obligations / liabilities.
- 8.11.11 **Supervision of day-to-day activities:** The contractor shall supervise effectively the operation of Guest House and follow all the instructions and requirements given by the DPA officials.
- 8.11.12 The contractor shall deploy the competent cooks only who can prepare the required food items etc. He shall also deploy other workers of proper competency for the purpose of other services. However, he will not engage any child Labour and he will deploy female worker shall be deployed only from 08 am to 05 pm.
- 8.11.13 **Accidents:** In case of any accident or mishap, contractor or the guesthouse care taker engaged by the contractor should immediately inform directly or over telephone about the incident to the DPA Authorities. DPA should not be made to bear any expenses in this regard.
- 8.11.14 **Safety regulations:** In respect of all labour, directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes as applicable.
- 8.11.15 Smoking and drinking alcohol within the entire area of the Guest House and the DPA colony is prohibited. Violation of this rule shall be discharged immediately.
- 8.11.16 No slackness or indifferent attitude while on duty shall be acceptable, especially while dealing with the guests.

**8.12 Item no. – 01: of Schedule-B Minimum Manpower required per day.**

Sr. No.	Designation	No. of staff members	Details of minimum experience, educational qualification, etc.
<b>A</b>	<b>Guest House and Annex Building [B &amp; D Type Quarters]</b>		
1	Care Taker cum Munsif	1 Nos. [duty 12 hours]	Three year experience
2	Cook	2 Nos. [one for each shift of 8 hours]	Three year experience
3	Attendant cum Helper to cook	2 [one for each shift of 8 hours] at Guest house	Nil
4	Sweeper	3 [8 hours at annex building & Guest house]	Nil
<b>B</b>	<b>Port Staff Canteen at Jetty [Labours to be deployed at contractor's cost]</b>		
1	Cook	1 No. [duty for 12 hours]	Three year experience

2	Attendant / Sweeper / Helper	1 No. [duty for 12 hours]	Nil
---	------------------------------	---------------------------	-----

- i The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or leave or holiday at contractor's cost.
- ii All the employees required to work in the Guest House shall be physically fit and shall be free from all communicable and contagious, infectious and other such diseases and shall submit themselves to DPA physician from time to time for such medical examination as may be required and decided by DPA or its authorized representative.
- iii Replacement of personnel as required by the DPA will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the engineer-in-charge. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the DPA along with testimonials before they are actually deployed for the job.
- iv If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.

**8.13 Part B Item no-02: of Schedule-B Providing Laundry service includes the following:**

1. Bed sheet with pillow cover weekly once (10 nos.).
2. Blanket once in month (10 nos.).
3. Bath Towel weekly once (10 nos.).
4. Hand Towel weekly once (10 nos.).
5. Window curtain once in 1 month (42 nos.).
6. Door curtain once in 1 month (48 nos.).
7. Sofa cover (set 3+1+1) once in 1 month (4 nos.).
8. The above quantity considering tentative, it may be very both the sides as per actual requirement, contractor shall not entertained any extra claim for this purpose.

**8.14 Item no-03: of Schedule-B Providing and supplying Consumables and Toiletry materials includes the following:**

1. Broom one per week.
2. Toilet Disinfectant [Diversey / Taski / Harpic] – 2.0 lit. per week.
3. Floor cleaner [Diversey / Taski / Harpic] – 2.0 lit. per week.
4. Air Freshener [Ambipure / godrej aer] (270ml.) – 03 nos. per month.
5. Toilet Freshener-( Odonil/Garden Fresh) (50ml.) – 01 no. per room for 1 month for 10 rooms.
6. Liquid Mosquito repellent [All out / good night / mortine] (45ml.) – 05 no. per 10 room for months (10 rooms x 05 no. x 01 month).
7. Hand wash [Lifebouy / Dettol / Santoor] (200ml.) – 05 no. per month (10 rooms x 05 no.).
8. Glass cleaner (Colin liquid and yellow cloth) (500ml.) – 02 no. per month.

9. Naphthalene balls (Superior quality) – 05 kg. per year.
10. Bath soap small [Lifeboy / santoor / mysore sandal /Dettol] – 10 nos. per week.
11. Shampoo sachet [Sunsilk / pantene] small – 10 nos. per week.
12. The quantity indicated above are minimum, the contractor shall provide the same if any extra during the contract period. No extra payment shall be entertained for this purpose.

**8.15 Item no-04: of Schedule-B Providing and supplying following linen, bedding and other items as per specification given below:**

Sr.	Description of Item	Brand and Specification
<b>A</b>	<b>Bedding Items</b>	
1	Single Bed sheet with pillow cover	Brand: Bombay Dyeing (cardinal) Size: 150 cm x 229 cm
2	Double Bed sheet with pillow cover	Brand: Bombay Dyeing (cardinal) Size: 228 cm x 254 cm
3	Blanket (Wool)	Brand: Raymond (Mist) Size:1.37 m x 2.29 m Specification: Weight -1.65 kg, made by spun by spun minimum 60% wool + 40% other fibers
4	Blanket (cotton)	Brand: Raymond/Bombay dyeing Size:150cmx220cm Specification: Weight -800 g, made 100% cotton
5	Bath Towel	Brand: Bombay Dyeing (Tulip)/ Raymond Size: 75cmx150cm
6	Hand Towel	Brand: Bombay Dyeing (Tulip)/ Raymond Size: 75cmx150cm
	Metres	Brand : sleepwell/walkefit or kurlon Size as per BOQ description
<b>B</b>	<b>Other Items</b>	
1	Bucket (18-20ltr)	Cello / Milton / Nayasa
2	Mug (1.5ltr)	Cello / Milton / Nayasa
3	Bath stool (27x27x27cm)	Cello / Milton / Nayasa
4	Plastic Dustbin with peddle (10ltr)	Cello / Milton / Nayasa
5	Plastic Dustbin with peddle (20ltr)	Cello / Milton / Nayasa
6	Foot mat	Superior quality

## ANNEXURE – I

Sr. No.	Description of item	Quantity	Rates( Rs)
<b>A</b>	<b>BEVERAGES</b>		
1	Tea Prepared	1 Cup/140 ml	10.0
2	Coffee	1 Cup/140 ml	10.0
3	Milk (hot/cold)	200 ml	10.0
4	Soft Drink/Mineral Water		MRP
<b>B</b>	<b>ICE CREAM</b>		MRP
<b>C</b>	<b>SNACKS</b>		
1	Bhajiya / Pakoda with Sauce	1 Plate/150 gm	20.0
2	Samosa with Sauce	1 pcs [big]	15.0
3	Peanuts Fried/peanuts plain	1 Plate /100 gm	20.0
4	Wafer/Finger Chips with Sauce	1 plate/100 gm	20.0
5	Egg (boiled / scrambled / omelet)	2 eggs	30.0
6	Bread and butter/jam	4 slice	20.0
<b>D</b>	<b>BREAK FAST</b>		
1	Plain Dosa/Uthapam/Masala Dosa (with Sambhar & Chatni)	3 no/120 gm	40.0
3	Idli and Vada with Sambhar / Chatni	3+1 nos /130 gm	40.0
5	Puri with Aloo Bhaji	6 nos/120 gm	40.0
6	Bread, butter/Jam & 2 egg (boiled or omlet)	4 slice & 2 egg	40.0
7	Aloo Poha	1 plate/150 gm	40.0
8	Upma	1 plate/150 gm	40.0
<b>E</b>	<b>LUNCH / DINNER</b>		<b>80.0</b>
	<b>VEG. THALI:</b> Per Dish Will consist of		
	a. Rice (Basmati of Kohinoor/Badsha/Heritage)		
	b. Indian Bread -Tandoori / Roti / Chappathi / Phulka / Paratha / Stuffed Paratha / Naan / Puri / Batura/ Kachoris etc.		
	c. Dal [Mug/Chana/Arhar]		
	d. Pappad – 1 no.		
	e. Curd / Chhas – 1 cup / glass		
	f. Pickle – 1 serving		
	g. Fresh Salad (Cucumbers /Tomato / Onions /Green Chilli/ Cabbage / Carrot / Beetroots / Raddish/ Lemons / Salad Greens etc – 1 serving		
	h. Fruit (Banana] – 1 no.		
<b>F</b>	<b>SPECIAL LUNCH / DINNER</b>		<b>120.0</b>
	<b>VEG. THALI:</b> Per Dish Will consist of		
	a. Soup		
	b. Indian Bread-Tandoori / Roti / Chappathi / Phulka / Paratha / Stuffed Paratha / Naan / Puri / Batura/ Kachoris etc		
	c. Flavored Rice (Biriyani, Ghee Rice, Pulao, Tomato Rice, Jeera Rice etc)		

	d. Paneer preparation(with gravy, two seasonal vegetables dry)		
	e. Plain Rice (Basmati of Kohinoor / Badsha / Heritage)		
	f. Dal (different preparations) / Kadi		
	g. Pappad, Curd, Chhas, Pickle		
	h. Fresh Salad (Cucumbers, Tomato, Onions, Green Chilli, Cabbage, Carrot, Beetroots, Raddish, Lemons, Salad Greens etc		
	i. Dessert (Fruit Custard)/ Gulab Jamun/ Fruit Cream/ Rasgulla/ Rasmalai/ Dahi-wada/ Halwa (Gajar/Moong)/ Kheer/ Semiya/ Pastries/ Burfi etc)		
	j. Fruit (Banana)		
<b>G</b>	<b><u>NON VEG</u></b>		
	Mutton ( 250 gm )	1 Plate	100.0
	Chicken ( 250 gm )	1 Plate	80.0
	Fish Fry ( 250 gm )	1 Plate	100.0
	Fish Curry ( 250 gm )	1 Plate	80.0
	Egg Curry ( 2 Nos )	1 Plate	50.0

**Signature of Contractor**

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

## ANNEXURE – II

Sr. No.	Description of item	Quantity	Rates( Rs)
<b>A</b>	<b>BEVERAGES/SNACKS/Breakfast</b>		
1	Tea	1 Cup/100 ml	10.0
2	Coffee	1 Cup/100 ml	10.0
3	Milk (hot/cold)	100 ml	10.0
5	Samosa with Sauce	1 pcs (big)	15.0
6	Bhajiya / Pakoda with Sauce	150 gm	20.0
7	Bread, butter/Jam & 2 egg (boiled or omlet)	4 slice & 2 egg	40.0
8	Plain Dosa/Uthapam/Masala Dosa (with Sambhar & Chatni)	3 no/150 gm	40.0
9	Idli and Vada with Sambhar / Chatni	3+1 nos /150 gm	40.0
10	Puri with Aloo Bhaji	6 nos/150 gm	30.0
11	Aloo Poha	1 plate/150 gm	30.0
12	Upma	1 plate/150 gm	30.0
<b>B</b>	<b><u>LUNCH - VEG. THALI</u></b>		<b>50.0</b>
1	Indian Bread - Roti / Chappathi / Phulka	4 pc.	
2	Dal ( Mug/Chana/Arhar )	75 gm	
3	Seasonal Veg. (Dry/Curry)	75 gm	
4	Rice	150 gm	
5	Curd / Chhas	1 cup/glass	
6	Pickle	1 serving	
7	Fresh Salad (Cucumbers /Tomato / Onions /Green Chilli/ Cabbage / Carrot / Beetroots / Raddish/ Lemons / Salad Greens etc	1 serving	
<b>C</b>	<b>Packed food item</b>		
1	Biscuit	Small / Big pkt.	MRP
2	Namkeen	-	-
3	Wafers	-	-
4	Cold Drink	-	-
5	Chas	-	-
6	Lassi	-	-
7	Water Bottle	200ml/500ml/1ltr.	-

**Signature of Contractor**

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