



# DEENDAYAL PORT AUTHORITY

(An Autonomous body under the Ministry of Ports, Shipping and Waterways, Govt. of India)

## ENGINEERING DEPARTMENT



ISO 9001:2008 ISO 14001  
ISPS compliant port

### TENDER DOCUMENTS FOR

**Name of work:- AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year**

Executive Engineer (TD)  
Town Development Division  
Administrative Office Building  
Gandhidham-370201  
Kutch - District (Gujarat)

[Email:tddivisionkpt@gmail.com](mailto:tddivisionkpt@gmail.com)

Name of work: - AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year

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# DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

NIT NO: - 02-TD/2026

DC 1

Name of work:- AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year.

## **PERIOD OF DOWNLOADING OF BID DOCUMENTS**

FROM : Date 21/01/2026

TO : Date 23/02/ 2026 upto 16:00Hrs.

LAST DATE AND TIME FOR RECEIPT OF BIDS : Date 23/02/2026 TIME 16:00 HRS.

LAST DATE AND TIME FOR OPENING OF BIDS : Date 23/02/2026 TIME 16:05 HRS

Hrs.On:

PLACE OF OPENING OF BIDS : CHAMBER OF EXECUTIVE ENGINEER (TD),  
TOWN DEVELOPMENT DIVISION,  
ANNEXE, A.O. BUILDING,  
GANDHIDHAM-370201,  
KUTCH (GUJARAT)

OFFICER INVITING BIDS : EXECUTIVE ENGINEER (TD),  
DEENDAYAL PORT AUTHORITY

**DEENDAYAL PORT AUTHORITY**  
**ONLINE TENDERING (E- Tendering)**  
**Tender No. 02-TD/2026**

NAME OF WORK: AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year

Tenders in E-tendering system are invited by **Executive Engineer (TD)** for the above work as per the details given in the table below.

Work Description	Tender Fee (In ₹)	Estimated cost (In ₹)	EMD (In ₹)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year	₹ 1770/- (including GST). (Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port) Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. (BARB0GANKUT)	₹ 1,63,76,984.00	EMD ₹3,27,539.68 (Payment towards EMD shall be submitted through digital mode/online transfer in the account of Port) Bank of Baroda Gandhidham Branch Account No. 10080100022427 IFSC code. BARB0GANKUT	N/A	23/02/2026 Upto 16.00 hours	23/02/2026 At 16.00 hours

Detailed tender notice along with complete tender documents can be downloaded from DPA's E-tender Website <https://tender.nprocure.com> from 21/01/2026 to 23/02/2026 @ 16:00 hrs. Tender Notice is also available on <http://www.deendayalport.gov.in>. Technical Bid will be opened on 23/02/2026 @ 16:05 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **Executive Engineer (TD), Ground Floor, A.O. Building, Annexe, Gandhidham-370201, Kutch District, Gujarat State, INDIA**, during working hours before the last date and time of downloading of tender documents.

**EXECUTIVE ENGINEER (TD)**  
**DEENDAYAL PORT AUTHORITY**

# **DEENDAYAL PORT AUTHORITY**

## **NOTICE INVITING ONLINE TENDER**

Details about E/Online tender: AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year

Details about tender:

Department Name : Civil Engineering Department

Circle/ Division : T.D. Division , A.O. Building Gandhidham – Kutch

Tender Notice No. : 02 -TD/2026.

Name of Work : AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year

**Estimated Contract Value (INR)** : ₹ 1,63,76,984.00

Period of Completion (in Months) : 12 Months

Bidding Type : Open

Bid Call (Nos.) : One

Tender Currency Type : Single

Tender Currency Settings : Indian Rupee (INR)

- Qualifying Criteria :
1. Average annual financial turnover during the last three years ending 31st March 2024 , should be at **least ₹49.13 lakhs. (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN no. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive).**
  2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
    - i. Three similar completed works, each work costing not less than **₹65.51 lakhs** (excluding GST). OR
    - ii. Two similar completed works, each work costing not less than **₹81.88 lakhs** (excluding GST). OR
    - iii. One similar completed work costing not less than **₹131.02 lakhs** (excluding GST).
  3. “Similar Works” means, experience of **“Building work / Painting works/ any type of Civil works/Maintenance works**

**(Separately or combined)”** The bidders who is registered with DEENDAYAL PORT AUTHORITY in Class A-2 (upto 200 lakhs) and above under Building category are directly eligible. However, the tenderer shall submit Copy of Valid Registration Letter with EMD. If the bidder has executed the work in private organizations, necessary TDS certificate issued by the competent authority shall be submitted. However, they may submit Scanned copy of valid registration letter issued by DPA on submission E-tender and copy of tender document with Tender fees/Bid Capacity / EMD / Integrity Pact /MSE's Certificate.

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

4. **Work experience in Private Organization:** If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:

- **TDS Certificates:** The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.
- **CA Certificate:** The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN number.

Failure to provide these documents will result in the bid being treated as non-responsive.

5. **Work Experience as a sub-contractor:** If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if sub-contract is not authenticated, the respective party shall be considered non-

responsive. The decision taken by DPA shall be final. It is mandatory to upload the sub-contract permission letter obtained from the respective authority. Also, the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission.

6. **Bidder is a MSME Organization:** In case of Micro and Small Enterprise (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 ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in **technical bid** a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (**Form-7 of Section-2**), failing which the bid shall be disqualified

NIC codes regarding similar work is mentioned below: If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.

Note the bidders who are submitting bids with exemption for Tender Fees and EMD under MSME, if the bidder's Major Activity is Trading will not be liable for exemption as per Circular F. No.1(3)/2018-M A, Part-III, dated-25.03.2022 under Q&A no.18

SECTION F	CONSTRUCTION
Division 41	Construction of buildings
Group 410	Construction of buildings
Class 4100	Construction of buildings
Sub-Class 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis
Sub-Class 41003	Assembly and erection of prefabricated constructions on the site
Division 43	Specialized construction activities
Group 433	Building completion and finishing
Class 4330	Building completion and finishing(Applicable for all Sub-Class)

**7. Integrity Pact Agreement:**

The bid/tender shall also be accompanied by Integrity Pact Agreement (Annexure I).

a) The potential bidders shall download and print the IP signed by the Employer and their witness and affix his/her signature on the IP agreement in the presence of a witness from his / her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

B) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

C). In case of Partnership firm, IP agreement needs to be signed by authorized partner of the Partnership firm. Copy of partnership deed & authorization letter may be submitted. In case of Private Limited Company, IP agreement needs to be supported with copies of 'Power of Attorney and Board resolution' shall be submitted at technical bid stage. If the Bidder is a Joint Venture or a consortium, Integrity pact agreement must be signed by all joint venture members or consortium members.

D). In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.

8. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:



**Assessed Available Bid capacity = A X M X N -B**

Where,

“A” = Maximum value of works executed in any one year during last five years (at current price level).

“M” = Multiplier Factor(usually 1.5)

“N” = Number of years prescribed for completion of the work in question

“B” = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next “N” years.

Note :

- (i) The value of annual turnover is not to be considered towards “A” as mentioned in the formula.
- (ii) The information may be provided as per the format given at Section-2 under Point No. 3 Pre-Qualification of Bidder\_\_\_\_ (format attached).

Joint Venture : NOT APPLICABLE

Rebate : Applicable

Bid Document Fee : ₹ 1770.00/- ( including 18% GST)

Bid Document Fee Payable To: : **Digital mode of Payment at Bank of Baroda Gandhidham Branch, Account No. 10080100022427, IFSC code No. BARB0GANKUT**

Bid Security/ EMD (INR) : : ₹ 3,27,539.68

Bid Security/EMD(INR) In Favour of : **Digital mode of Payment at Bank of Baroda Gandhidham Branch, Account No. 10080100022427, IFSC code No. BARB0GANKUT**

Bid Document Downloading Start Date : 21/01/2026

Bid Document Downloading End Date :23/02/2026 16:00 Hrs

Date & Place of Pre Bid meeting : Not Applicable

Last Date & Time for Receipt of Bids  
HRS. Bid Validity Period  
Condition

Date 23/02/2026 @ 16:00

120 Days

Tender Fees & EMD in form of Digital mode

The bid/tender not accompanied by Tender Fee, and EMD in Technical Bid shall not be considered responsive and their technical and price bid will not be opened.

The bid/tender shall also be accompanied by Integrity Pact Agreement duly signed by DPA authority along with witness which needs to be signed by the bidder along with witness.

Remarks

The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee are received. Accordingly, technical bid of only those bidders shall be opened whose EMD, tender Fees (scanned copy of Online Transfer or Bid Securing Declaration Form, as applicable as per tender are received electronically and in order. The bidder shall send hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Office of Executive Engineer (T.D.), Town Development Division, A.O. BUILDING-ANNEX, GANDHIDHAM KACHCHHH-370201, within 7 days from the last date of opening.

Bid Opening Date

Technical Bid will be opened on 23/02/2026 @ 16:05 hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.

Documents required to be submitted by scanning through online

- a. Documents in support of fulfilling qualifying criteria as indicated above
- b. EMD & Tender fee to be paid through digital mode of Payment through Digital Mode.  
Account no 10080100022427  
IFSC code: BARBOGANKUT, Bank of Baroda, Gandhidham branch .
- c. Integrity Pact Agreement dually signed with a witness
- d. As indicated in Clause 4 of Section 1 - Instructions to bidder

Officer- Inviting Bids:

Executive Engineer (T.D.), Town Development Division, Annexe, A.O. Building, Gandhidham (Kutch)-370201.

Bid Opening Authority:

Executive Engineer (TD)

Address:

Town Development Division, Annexe, A.O. Building, Gandhidham (Kutch) Gujarat -370201.

Contact Details :

(+91) 75758 95292

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

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 : +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689

Fax : +91-79-26857321, 40007533

E-mail : nprocure@gnvfc.net

TOLL FREE NUMBER : 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

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

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

14. All the mandatory document required/prescribed for Pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.
15. All necessary documents must be as per the specified format attached in tender document.
16. In List of documents to be scanned and uploaded within the period of bid submission, duly signed Integrity Pact by the bidder & one witness along with Power of Attorney, Partnership Deed, Board Resolution or JV Agreement etc. (applicable as per the firm's identity lying under LLP/Partnership/Private/Public Sector/JV Firm) to be submitted.
17. In List of documents to be scanned and uploaded within the period of bid submission, duly signed Bid Security Declaration form by the bidder who is eligible for relaxation of Tender fee/EMD under MSEs.

In Bid documents, Certificate of Registration for GST, PAN and acknowledgement of up to date filed return if required.

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

- I. EMD in form of form of online Digital mode of Payment
- II. Tender Fee form of online Digital mode of Payment.

Bid Document.

- I. Certificates of Work Experience of successfully completed works issued by the client.
- II. Certificate of Financial Turnover from CA
- III. Any other Document as specified in the NIT & Section I.
- IV. Affidavit as per provisions of NIT.
- V. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- VI. Bid capacity calculations along with balance financial liability of works in hand.

**SECTION-1**  
**INSTRUCTIONS TO BIDDERS**

**A. GENERAL**

**1. Scope of Bid.**

1.1 The Executive Engineer (TD), Deendayal Port Authority, invites bids by E-Tendering for the work of “ **AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year.**” detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.

1.2 The successful bidder will be expected to complete the work by the intended completion date specified in the contract condition.

**2. Source of Funds**

2.1 The employer has arranged the funds from internal resources and will have sufficient funds in Indian currency for execution of the work.

**3. Eligible Bidders**

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No. 4.

3.2 All bidders shall provide in Section-2, forms of Bid and Qualification Information, a statement that bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the project manager for the contract. A firm that has been engaged by the employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

3.3 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 37.

**4. Eligibility Criteria:**

4.1 a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.

b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

c. Equipment requirement/ schedule. **(Not Applicable please refer Section – 5).**

d. Managerial/Manpower requirement. **(Not Applicable please refer Section – 5).**

e. Project Planning and Quality Control procedure to be adopted. **(Not Applicable please refer Section – 5).**

f. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.

g. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of. **(Not Applicable please refer Section – 5).**

4.2 If the Employer has not undertaken pre-qualification of potential bidders, All bidders shall include the following information and documents with their bids in Section- 2.

a. 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.

- b. Total monetary value of construction work performed for each of the last five years.
- c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Major items of construction equipment proposed to carry out the contract. **(Not Applicable please refer Section – 5).**
- e. Qualifications and experience of key site management and technical personnel proposed for the contract. **(Not Applicable please refer Section – 5).**
- f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- g. Evidence of adequacy of working capital for this contract (access to line of credit and availability of other financial resources).
- h. Authority to seek references from the Bidder's bankers.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should be attached); and **(Not Applicable Refer Section-5)**
- k. The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs10M). **(Not Applicable Refer Section-5)**
- l. PAN, Registration with GST and Provident Fund Authorities.
- m. Integrity Pact

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

- i. Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least **₹49.13 lakhs** (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive).
- ii. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.
  - a. Three similar completed works, each work costing not less than the **₹65.51 lakhs** (excluding GST).or
  - b. Two similar completed works, each work costing not less than the **₹81.88 lakhs** (excluding GST).or
  - c. One similar completed works costing not less than the **₹131.02 lakhs** (excluding GST).

“Similar Works” means, experience of **“Building work / Painting works/ any type of Civil works/Maintenance works (Separately or combined)”** The bidders who is registered with DEENDAYAL PORT AUTHORITY in Class A-2 (upto 200 lakhs) and above under Building category are directly eligible. However, the tenderer shall submit Copy of Valid Registration Letter with EMD. If the bidder has executed the work in private organizations, necessary TDS certificate issued by the competent authority shall be submitted. However, they may submit Scanned copy of valid registration letter

issued by DPA on submission E-tender and copy of tender document with Tender fees/Bid Capacity / EMD / Integrity Pact /MSE's Certificate.

**Work experience completed in Private Organisation:** If the Bidder completed the works in private organization as stipulated in Minimum Qualification Criteria (work experience) shall be considered only, if TDS certificates with respect to referred work issued by Competent Authority needs to be enclosed by the tenderer along with the BID. **The Bidder has also submit the certificate issued by their CA stating that the amount shown in TDS certificate has been received with respect to work experience submitted by Bidder as stipulated in Minimum qualification Criteria (The CA certified document should have CA's stamp, signature and UDIN no. for verification, failing which the bid will be treated as non-responsive).**

- iii. **Work experience completed as a Sub-Contractor:** If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if sub-contract is not authenticated, the respective party shall be considered non-responsive. The decision taken by DPA shall be final. It is mandatory to upload the sub- contract permission letter obtained from the respective authority. Also, the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission
- iv. **If Bidder is a MSE Organisation:** In case of Micro and Small Enterprise (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 ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in technical bid a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (**Form-7 of Section-2**)), failing which the bid shall be disqualified.

NIC codes regarding related activity are mentioned below:

SECTION F	CONSTRUCTION
Division 41	Construction of buildings
Group 410	Construction of buildings
Class 4100	Construction of buildings
Sub-Class 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis
Sub-Class 41003	Assembly and erection of prefabricated constructions on the site
Division 43	Specialized construction activities
Group 433	Building completion and finishing
Class 4330	Building Completion and finishing (Applicable for all sub-class)

- iv In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the project.

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

- 4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Not Applicable please refer Section – 5).**
- 4.5 Sub- contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above. **(Not Applicable please refer Section – 5).**
- 4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = A \times M \times N - B$$

Where,

“A” = Maximum value of engineering works executed in any one year during last five years (updated at the current price level)

“M” = Multiplier Factor (usually 1.5)

“N” = Number of years prescribed for completion of the work in question

“B” = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next “N” years.

Note: For bring the value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.

Financial Year	2024-2025	2023-2024	2022-2023	2021-2022	2020-2021
Index	154.90	151.40	152.50	139.40	123.40
Multiplying factor	1.00	1.02	1.02	1.11	1.26

The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Officer or his nominee-in charge.

4.7 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- Record of poor performance inordinate delays in completion, litigation history or financial failures etc.,
- The accompaniments to the tender documents such as abandoning the works, not properly completing the contract,

4.8 as described under Clause 4.2 shall be Scanned and submitted On- Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (TD) within 7days of opening of the tenders.

The envelope shall be addressed to:

**The Executive Engineer  
(TD), Town Development  
Division, Room No.103,  
Ground Floor, Annexe,  
AO Building.  
Deendayal Port Authority  
Gandhidham, Kutch District Gujarat-State, INDIA**



And submitted on <https://tender.nprocure.com>

Bear the following identification:

Accompaniments for “AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year”.

Bid reference No Name and  
address of the bidder.

\_\_\_\_\_  
\_\_\_\_\_

## **5. One Bid per Bidder**

5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause the entire proposal with the Bidder's participation to be disqualified.

## **5.2 Joint Venture (Not Applicable please refer Section – 5).**

Companies/Contractors may jointly undertake contract/contracts. Each entity would be jointly and severely responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the Eligibility criteria.

Note: 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.

## **6. Cost of Bidding**

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

## **7. Site Visit**

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

## **A. BIDDING DOCUMENTS**

### **8. Content of Bidding Documents**

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

#### **Invitation for Bids (NIT)**

DC 1	Bid reference
NIT	Invitation to Bidders
SECTION 1	Instruction to Bidders
SECTION 2	Forms of Bid, Qualification Information and letter of Acceptance
SECTION 3	Conditions of Contract
SECTION 4	Contract Data
SECTION 5	Specifications and special conditions.
SECTION 6	Forms of Securities
SECTION 7	Schedule-A
SECTION 8	Bill of quantities (Schedule-B)
SECTION 9	Drawing

8.2. One set of bidding documents will be issued to the bidder. The document should be completed and returned with the bid. **(Not Applicable please refer Section – 5).**

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

## **9. Clarifications of the Bidding Documents**

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. The clarifications shall be uploaded on Website of <https://tender.nprocure.com>. -

## **9.2 Pre – bid meeting (Not Applicable please refer Section – 5).**

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at Old Board Room, Administrative office, Gandhidham on \_\_\_\_@ \_\_\_\_hrs. (Not Applicable please refer Section-5).

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. (Not Applicable please refer Section-5).

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting. (Not Applicable please refer Section-5).

9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents without delay. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting. (Not Applicable please refer Section-5).

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. (Not Applicable please refer Section-5).

## **10. Amendment of Bidding Documents**

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

10.2 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 receipt of each addendum by cable to the Employer.

10.3 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, in accordance with sub-clause 20.2 below.

## **B. PREPARATION OF BID:**

### **11. Language of Bid**

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

### **12. Documents comprising the Bid**

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

**A) Technical Bid:**

- (i) Bid Security
- ii) Qualification Information Form and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 8.1 shall be filled in without exception.

**B) Financial Bid :**

- (i) Bill of Quantity (Schedule-B) dully filled and digitally signed by the bidder online only.

**13. Bid Prices**

- 13.1 The contract shall be for the whole works as described in sub clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The bidder shall fill the rates in percentage showing +/- overall on the total amount rates of the work described in the Bill of Quantity
- 13.3 All duties, (except GST) taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the bidder.
- 13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

**14. Currencies of Bid and Payment**

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

**15. Bid Validity**

- 15.1 Bids shall remain valid for a period 120 days after the deadline date for bid submission specified in clauses 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit at extension for EMD, if it is in the form of Bank Guarantee.

**16. Bid Security (Earnest Money Deposit-EMD)**

- I. Earnest money Deposit (EMD) shall be ₹3,27,539.68 to be submitted in Digital mode of Payment **only at Bank of Baroda Gandhidham Branch, Account No. 10080100022427, IFSC code No. BARB0GANKUT.**

A.

In case of Micro and Small Enterprise (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 ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in technical bid a scanned copy of valid certificate as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (**Form-7 of Section-2**), failing which the bid shall be disqualified.

NIC codes regarding related activity are mentioned below:

SECTION F	CONSTRUCTION
Division 41	Construction of buildings
Group 410	Construction of buildings
Class 4100	Construction of buildings
Sub-Class 41001	Construction of buildings carried out on own-account basis or on a fee or contract basis
Sub-Class 41003	Assembly and erection of prefabricated constructions on the site
Division 43	Specialized construction activities
Group 433	Building completion and finishing
Class 4330	Building completion and Finishing (Applicable for all sub-class)

The Proof of transfer of funds to be submitted in technical-Bid stage. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT.

- B. The EMD up to Rs. 5 lakhs be payable Digital mode of payment in **Bank of Baroda, Gandhidham Branch Account No. 10080100022417 IFSC Code: - BARB0GANKUT**. The proof for transfer of funds to be submitted in technical bid stage only. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount in favour of “ Deendayal Port Authority “ from any Nationalized Bank/Scheduled bank (except Co-operative) banks only having its Branch at Gandhidham.
- C. Bank Guarantees submitted as Earnest Money shall be valid for 45 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- D. If L-1 bidder failed to justify the abnormal rate quoted by them or rates not quoted considering ALC/CLC rate of labour prevailing at the time of bidding, offer of the L1 bidder shall be rejected, EMD shall be forfeited and he will be liable for debarring future tender from the DPA bidding for a period of three years.
- E. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- F. EMD is refunded suo-motto without any application from the bidders.
- G. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- H. The Bid security may be forfeited, if
- The bidder withdraws the bid after bid opening during the period of bid validity.
  - The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
  - The successful bidder fails within the specified time limit to
    - Sign the Agreement or
    - Furnish the required Performances security.

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

18.1 The Price Bid to be submitted online shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidder

18.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

**C. Submission of bids**

**19. Sealing and marking of bids**

19.1 The bidder shall put Bid security document as per clause No.16, hereof in one envelope and properly seal and mark as “Bid Security”. The bidder shall put documents mentioned in clause No.12.1.A (ii) in separate envelope and properly seal and mark as “Technical Bid”. Then put both these envelopes into separate envelope, properly seal and mark as “Technical Bid”. The bidder shall submit “Financial Bid” as per Clause No.12.1. (B) hereof online only. These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid and Financial Bid”. **(Not Applicable please refer Section – 5).**

**19.2 The envelopes shall**

(a) be addressed to Nodal Officer/Employer at the following address.

**The Executive Engineer (TD),  
Deendayal Port Authority,  
Annexe, A.O. Building,  
Room No. 103, Ground floor,  
T.D. Div. Gandhidham-Kutch-  
Gujarat (State) - 370201.**

(b) bear the following identification:

Bid for “AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year”. Bid reference no .....(Insert number).

DO NOT OPEN BEFORE (time and date for opening, per Clause 23)

Name and address of the bidder. The tender complete in all respect should be put in the tender box (marked tender No \_\_\_\_\_) in the office of Executive Engineer(TD) upto \_\_\_\_\_ hrs on due date and open at \_\_\_\_\_ on the same date in presence of such of the tenderers who may wish to be present. **(Not Applicable please refer Section – 5).**

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid. **(Not Applicable please refer Section – 5).**

**20 Deadline for submission of the Bids**

20.1 Bids must be received by the Employer at the address specified above not later than 16:00 HRS. on \_\_\_\_\_ in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day. **(Not Applicable please refer Section – 5).**

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20.3 In case of tender document being downloaded from the Website, at the time of submission of (the hard copy of) the tender document.

The tenderer shall give an undertaking that no change has been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses. **(Not Applicable please refer Section – 5).**

## **21 Late Bids**

- 21.1 Any bid received by the Employer after the deadline prescribed in Clause 20 will be considered as non-responsive.

## **22. Modification and Withdrawal of Bids**

- 22.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 20.
- 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clauses 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. **(Not Applicable please refer Section – 5).**
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission. **(Not Applicable please refer Section – 5).**

## **E. BID OPENING AND EVALUATION**

### **23. Bid opening**

- 23.1 On the due date and appointed time as specified in clause 20, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 22 in presence of the bidders or their representative who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the Employer, the bids will be opened at the appointed time and location on the next working day.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. **(Not Applicable please refer Section – 5).**
- 23.3 Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. **(Not Applicable please refer Section – 5).**
- 23.4 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation. **(Not Applicable please refer Section – 5).**

- 23.5 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and the minutes shall form part of the contract.

**24 Process to be confidential.**

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

**25. Clarification of Bids**

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 writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

Subject to above Para, 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. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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.

**26. Examination of Bids and Determination of Responsiveness**

- 26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 4 (b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 26.3 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.

**27 Correction of Errors (Not Applicable please refer Section – 5).**

- 27.1 Bids determined to be responsive will be checked by the Employer for any Arithmetic errors. Errors will be corrected by the Employer as follows.
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and (Not Applicable please refer Section – 5).
  - (b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. (Not Applicable please refer Section – 5).
- 27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with sub-Clause.16. F.(B).

28 NIL.

## **29 Evaluation and Comparison of Bids**

29.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors pursuant to Clause 27;

(b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 22.5

29.3 The estimated effect of the price adjustment conditions under Clause 47 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

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

30 Nil

## **F. AWARD OF CONTRACT**

### **31 Award Criteria**

31.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L 1) bidder in case such bidder withdraws or is not selected for any reason.

### **32 Employer's Right to accept any Bid and to reject any or all.**

Notwithstanding clause 31, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Employer's action.

### **33 Notification of Award and Signing of Agreement.**

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 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 Clause 34.

33.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within (28 days of award of work for global tender and Within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

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



### **34 Performance Security**

- 34.1 Security Deposit /Performance guarantee 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 / Insurance surety bond.as **per conditions and format provided at Form 8 A** within (21 days in case of domestics bid and within 28 days in case of global bids) 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 30 days from completion of defect liability period and NOC from Geology and Mining Department, Bhuj

34.2 Failure of the successful Bidder to comply with the requirements of Sub Clause 34.1 above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid securit

34.3 The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee.

The performance guarantee submitted in form Bank Guarantee/FDR/Insurance Surety Bond should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor.

### **35 Advance Payment (Not Applicable please refer Section – 5).**

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the conditions of Contract, subject to maximum amount, as stated in the Contract Data.

### **36. Conciliator: (Not Applicable please refer Section – 5).**

The employer proposes that GIDC SIAC Arbitration centre be appointed as conciliator under the contract as provided in Sub-clause 24.4 of Conditions of Contract. If the bidder discharges with this proposal the bidder should so state in bid.

### **37. Corrupt or Fraudulent Practices**

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

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
  - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
- (d) Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years

37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 59.2 of the conditions of contract.

37.3 The payment to the workers deployed by the Contractor should be paid through their respective bank account only. The contractor has to submit the bills along with documentary proof for payments made to the labour through the bank.

## **SECTION 2**

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

### **TABLE OF FORMS**

1. FORM OF BID
2. CONTRACTOR'S BID
3. PRE-QUALIFICATION OF BIDDERS
4. LETTER OF ACCEPTANCE
5. ISSUE OF NOTICE TO PROCEED WITH THE WORKS
6. SPECIMEN CONTRACT AGREEMENT
7. BID SECURING DECLARATION FORM (APPLICABLE FOR MSE ORGANIZATION CLAIMING EXEMPTION FROM PAYMENT OF TENDER FEES & EMD).
8. PROCEDURE FOR SIGNING INTEGRITY PACT.

## 1. SPECIMEN FOR FORM OF BID

(To be executed on bidder's letter head)

**Date of Tender Submission \_\_\_\_\_ Tender No 02-TD/2026**

Name of Work:- “AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year.”.

To,

The Executive Engineer (TD),

T.D. Division

DEENDAYAL PORT AUTHORITY

Ground Floor, ANNEXE, A.O. Building

Gandhidham-370201

Kutch District (Gujarat).

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued
- (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.
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [ insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno-commercial offer it shall be mentioned that ‘as filled in the price bid’] (Not Applicable please refer Section 5).
- (d) The discounts offered and the methodology for their application are:  
**Discounts.** if our tender is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specified item of the Schedule of Requirements to which it applies.] [in case of Techno-commercial offer it shall be mentioned that “as filled in the Price Bid”]  
**Methodology of application of the discounts.** The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts]. [in case of Techno-commercial offer it shall be mentioned that “as filled in the Price bid”] (Not Applicable please refer Section-5)
- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub-clause 20.1]** , and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause 15.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 34] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract, {Insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the tenderer is a JV. And the nationality each subcontractor and Contractor} (Not Applicable please refer Section-5)
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no 5]**.
- (i) 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 in accordance with **[ITB Sub-clause no.3]**
- (j) 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 in accordance with **[ITB Sub-clause 33]** and as per specimen from the purpose;

- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (a) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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)

## 2. CONTRACTOR'S BID

**Description of the works: "AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year"**

**BID**

TO

----- (The employer)

Address

-----

GENTLEMEN,

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

\_\_\_\_\_(in letters) The advance payment required / not required as per rule

We accept the appointment of \_\_\_\_\_as the conciliator.

(OR)

We do not accept the appointment of \_\_\_\_\_as the Conciliator and propose instead that \_\_\_\_\_be appointed as Conciliator whose daily fees and biographical data are attached.

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

(Not Applicable please)

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

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents. We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

**Notes:**

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

### 3. PRE-QUALIFICATION OF BIDDERS

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

#### 1. Only for individual bidders:

##### 1.1 Constitution or legal status of bidder (attach copy)

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

#### 2. Turnover of the firm

YEAR	TURN OVER
2021-22	
2022-23	
2023-24	
Average	

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

#### 3. Similar works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		
	2024-25		

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

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

- (A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name & address Port or Dept.	Value of contract Rs	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted

Description of work	Place & state	Name& address of port or Dept.	Value of contract Rs	Stipulated Period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

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

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

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

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 4.3(e) of instructions to bidders and sub- clause 9.1 of the conditions of contract. **(Not Applicable please refer Section – 5)**

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

7. Proposed sub-contracts and firms involved (NOT Applicable)



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

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

<b>Other party(ies)</b>	<b>Port/Dept.</b>	<b>Cause of dispute</b>	<b>amount</b>	<b>Remarks involved showing present status</b>

9. Additional information bidder may like to submit

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

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

#### **4. LETTER OF ACCEPTANCE**

(On letterhead paper of the port)

(date)

TO: \_\_\_\_\_  
(Name and address of the contractor)

Dear Sirs,

Tender no. TD: 02-TD /2026

Sub: AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year

Ref: Your bid dated and [list the correspondence with the bidder]

This is to notify you that your bid dated \_\_\_\_\_ for execution of the

\_\_\_\_\_ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees \_\_\_\_\_ (amount in words and figures as corrected and modified) in accordance with the tender document is here by accepted by the employer/Board.

You are hereby requested to furnish performance security, in the form detailed intender document for an amount of Rs. \_\_\_\_\_

\_\_\_\_\_ within { \_\_\_\_\_ } days of the receipt of this letter of acceptance valid up to 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. up to and also sign the contract agreement within { \_\_\_\_\_ } days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully

Authorized signature

## 5. ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(Letterhead of the Port)

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

To

(Name and address of the contractors)

Dear Sirs,

Sub: AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year

Tender no. 02/TD/2026

Ref.: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 21 of general conditions of contract] and signing of the contract for execution of the \_\_\_\_\_ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,  
(signature, name and title of

Signatory authorized to sign on  
Behalf of employer/board)

## **6. SPECIMEN CONTRACT AGREEMENT**

(to be executed on Rs.300 -non-judicial stamp paper)

[the successful tenders shall fill in this form in Accordance with the instructions indicated] THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

### **AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_

between

1. The Board of the Port of Deendayal Port Authority, an autonomous body of the Ministry of Ports, Shipping & Waterways of the Government of India, incorporated under Major Port Authority Act, 2021, amended thereafter, under the laws of India and having its principle place of business (Insert: address of Port) (Here in after called the "Board"/Port) and
2. (Insert Name of Contractor) (incorporated under the laws) (Country of Contractor) having its place of Business (insert: address of Contractor) (herein after called the "CONTRACTOR" ).

WHEREAS the Board invited tenders against tender No.(number) for execution of [tender title and brief description] and has accepted a tender by the Contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in figures and words, expressed in the contract currency (ies)] (hereafter called "Contract Price")

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

1. Rs. \_\_\_\_\_ paid in the form of (insert: mode of Payment) at (insert name of Bank), (insert Account No. ,IFSC code,) Bank Guarantee/FDR/Digital Transfer/ Insurance Surety Bond towards 5 % of Contract value as Performance Guarantee and balance 5% to be recovered from running bills.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. The following documents shall be constitute the contract between the employer/board and the Contractor, and each shall be read and construed as an integral part of the contract relating to the said work, viz.
  - (a) This contract Agreement :
  - (b) Special conditions of Contract:
  - (c) General conditions of Contract:
  - (d) Technical requirements (including schedule of requirements and technical specifications, drawings):
  - (e) Notice inviting tender:
  - (f) Replies issued to the pre-bid queries, addenda if any issued[Numbers and Date]:

- (g) The Contractor's bid and original price and delivery schedules:
- (h) The employer/board's notification of award:[ insert Letter of Acceptance No.& Date]
- (i) Correspondence the employer/board has exchanged with the bidder till and after award of contract vide:[insert W. O. No. &Date].

AND WHEREAS, EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract .Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

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

- 3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/BOARD what CONTRACTOR shall and will duly provide, execute and completed work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and In the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 4. In consideration of the due provision, execution and completion of work by the Contractor in accordance with the terms of the contract, the employer/board does hereby agree with Contractor that employer/board will pay to Contractor the respective amounts for the work actually done by him and approved by employer/board as per payment terms accepted in contract and payable to Contractor under provisions of contract at such manner as provided for in the contract.
- 5. In consideration of the due provision, execution and completion of work, Contractor does hereby agree to pay such sums as may be due to employer/board for the services rendered by employer/board to Contractor as set forth in contract and such other sums as may become payable to employer/board towards loss, damage to the employer/board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties here to have caused this agreement to be executed in accordance with the laws [insert name of the contract governing law country] on the day, month and year indicate above.

(insert Contractor's Name and address)

**For behalf of the contractor:**

WITNESS:(Name,Signature,address)

- 1. -----
- 2. -----

Signed, Sealed and delivered by

Chief Engineer on Behalf of the Board in

Presence of :

Chief Engineer

Deendayal Port Authority

**For and behalf of the employer/board**

WITNESS:(Name,Signature,address)

- 1. -----
- 2. -----

The Common seal of the Board of Deendayal Port Authority

Affixed in the presence of:

Secretary

Deendayal Port Authority

**FORMAT OF BID SECURING DECLARATION FROM BIDDERS**  
**(On Bidders Letter head)**

**7. BID SECURING DECLARATION FROM BIDDERS**

Date: \_\_\_\_\_ Tender No. **02-TD/2026**

To (insert complete name and address of the Employer/  
Purchaser) I/We. The undersigned, declare that:

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

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

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

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

(       )

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

(       )

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

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert      date      of signing) Corporate Seal (where appropriate).

**8. The approved “Procedure for signing Integrity Pact” is as follow:**

- (1) The Employer / Authority Person of Employer shall sign the IP in the presence of witness from their side, who shall also affix his/her signature thereof and then the same IP shall be uploaded by them on n-procure portal;
- (2) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential Bidder shall upload the dully filled and signed IP Agreement on n-procure portal.
- (3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he / she shall submit the Hard Copy of the dully filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

### **SECTION 3**

#### **CONDITIONS OF CONTRACT**



## CONDITIONS OF CONTRACT

### A. General

#### 1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data. (Not Applicable please refer Section-5).**

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause 44

The **Completion Date** is the date of Completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause 55.1

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by Employer.

The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days, **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date. The **Employer** is the party who will employ the contractor to carry out the Works.

The **Nodal Officer** or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. The **Initial Contract Price** is the Contract Price listed in the employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function. The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and subsurface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the site.

**Temporary Works** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Nodal Officer or his nominee which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

The **Trained Work Person** are those employed/proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

## **2. Interpretation**

- 2.1 In interpreting this Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (1) Agreement
  - (2) Letter of Acceptance and notice to proceed with Works Contractor's Bid.
  - (3) Contract Data
  - (4) Conditions of Contract including Special Conditions of Contract
  - (5) Specifications

(6) any other documents listed in the Contract Data as forming part of the Contract and

(7) Bill of quantities

**3. Language and Law**

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

**4. Nodal Officer or his nominee's Decisions**

4.1 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. Delegation**

5.1 The Nodal officer 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.

**6. Communications**

6.1 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).

**7. Joint venture: (Not Applicable)**

Companies/Contractors may jointly undertake contract/contracts. Each only would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each are allowed to jointly meet the legibility criteria.

Note: JVs/Consortia are allowed in all contracts of estimated cost of more than ₹5 crores. However, there shall be no limit on the number of partners.

**8. Subcontracting (Not Applicable)**

8.1 The Contractor may subcontract with the approval of the Nodal Officer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

**Other Contractor (Not Applicable)**

8.2 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as refer to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

**9. Personnel (Not Applicable)**

9.1 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 or his nominee. The Nodal Officer or his nominee 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.

9.2 If the Nodal Officer or his nominee 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.

## **10. Employer's and Contractor's Risks**

- 10.1 The Employer carries the risks which this contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risks**

- 11.1 The Employers risks are;

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent works are to be executed:
  - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
  - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
  - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
  - (v) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
  - (vi) Floods, tornadoes, earthquakes and landslides
  - (vii) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
  - (viii) Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
  - (ix) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
    - (i) could not have reasonably foreseen, or
    - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
      - A. prevent loss or damage to physical property from occurring by taking appropriate measures, or
      - B. Insure against.

## **12. Contractor's risks**

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## **13. Insurance**

- 13.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.
- a) Loss of or damage to the works plant and materials.
  - b) Loss of or damage to Equipment;
  - c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and

d) Personal injury of death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.

13.4 Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

**14. Site Investigation Reports**

14.1 The Contractor, in preparing the Bid, shall rely on the Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

**15. Queries about the Contract Data**

15.1 The Nodal Officer or his nominee will clarify queries on the Contract Data.

**16. Contractor to Construct the Works.**

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

**17. The Works to Be Completed by the Intended Completion Date.**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

**18. Approval by the Nodal Officer or his nominee.**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

**18.4 BLANK**

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

**19. Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries.**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

**21. Possession of the Site. (Not Applicable)**

21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

## **22. Access to the Site**

22.1 The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

## **23. Instructions**

23.1 The Contractor shall carry out all instructions of the Nodal Officer or his nominee which comply with the applicable laws where the Site is located.

## **24. Disputes. (Not Applicable please refer Section-5).**

24.1 If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision.

## **25. Settlement of Disputes (Not Applicable)**

25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than ₹5 crores and above, and for contracts valuing less than ₹ 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award. (Not Applicable please refer Section – 5).

### **25.2 Decision by Conciliator**

- (i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (ii) Conciliator shall be paid daily at the rate specified in the contract Data together with reimbursable expenses of the types specified in the contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliators decision will be final and binding.

### **25.3 Arbitration**

Any dispute in respect of in contracts where party is dissatisfied by the Conciliators decision shall be decided by arbitration as set forth below:

- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or any officer

appointed by him.

- (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that
- (III) he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in disputes or to act as 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 office to act as arbitrator.
- (IV) It is a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (V) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (VI) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VII) It is also a term of 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 or his nominee 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.
- (VIII) 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/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (IX) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (X) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (XI) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (XII) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XIII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIV) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.
- (XV) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.

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

## **26. Replacement of Conciliator (Not Applicable)**

- 26.1 Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract; a new Conciliator will be jointly appointed by the Employer and

the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

**B. TIME CONTROL**

**27. Program**

- 27.1 Within the time stated in the contract data the contractor shall submit to the Nodal officer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2 An updates of the program shall be a program showing the actual progress achieved on each activity and the effect of the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3 The contractor shall submit to the Nodal Officer or his nominee, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 27.4 The nodal officer or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the nodal officer or his nominee again at any time. A revise program is to show the effect of variations and compensation events.

**28. Extension of the intended completion date.**

- 28.1 The nodal officer or his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost.
- 28.2 The nodal officer or his nominee shall decide whether and by how much to extend the intended completion Date within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

**29. The Early Warning Provisions shall be as per clause 32.**

**30. Delays Ordered by the Nodal Officer or his nominee**

- 30.1 The Nodal Officer or his nominee may instruct the contractor to delay the start or Progress of any activity within the works.

**31. Management Meeting.**

- 31.1 Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.



- 31.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

**32. Early warning**

- 32.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion Date. The estimate is to be provided by the contractor as soon as reasonably possible.
- 32.2 The contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

**C. QUALITY CONTROL**

**33. Identity Defects**

- 33.1 The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

**34. Tests**

- 34.1 If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

**35. Correction of Defects**

- 35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

**36. Uncorrected Defects**

- 36.1 If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**D. COST CONTROL**

**37. Bill of Quantities**

- 37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.
- 37.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **38. Changes in the Quantities**

- 38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (S), to allow for the change.
- 38.2 The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.
- 38.3 If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

### **39. Variations.**

- 39.1 All Variations shall be included in updated programs produced by the Contractor.

### **40. Payment for Variations.**

- 40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10 of the total contract price. With 14 days 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. (Not Applicable please refer Section 5).
- 40.2 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.
- 40.3 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: (Not Applicable please refer Section 5).  
i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply  
ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,  
iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.
- 40.4 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.
- 40.5 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.
- ### **41. Cash flow forecasts.**
- 41.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.
- ### **42. Payment Certificates.**
- 42.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data (Secure Advance) **(Not Applicable please refer Section – 5).**

42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.

42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.

42.5 The value of work executed shall include the valuation of variations and Compensation Events.

42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **43. Payments**

43.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.

43.2 75% of bill amount shall be paid within 14 days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill (Not Applicable please refer Section 5).

43.3 For delay in payment beyond the periods specified in 43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a as on due date of payment) should be paid (Not Applicable please refer Section 5).

43.4 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill (Not Applicable please refer Section 5).

43.5 The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re- submitted bill shall be checked and paid within 60 days of its receipt.

43.6 Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above (Not Applicable please refer Section 5).

43.7 If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute (Not Applicable please refer Section 5).

43.8 Items of the Works for which no rate or price has been entered-in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

### **44. Compensation Events (Not Applicable please refer Section 5).**

44.1 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. Possession Date stated in the Contract Data.
- (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 upon 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.
- (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 Data or mentioned in the contract.

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

44.2 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.

44.3 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.

#### **45. Tax (Not Applicable, please refer Section-5)**

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

#### **46. Currencies**

46.1 All payments shall be made in Indian Rupees unless specifically mentioned.  
officer or his nominee shall notify the contractor accordingly with a copy to the employer.

**47 Price Adjustment. (Not Applicable please refer Section 5).**

47.1 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs. Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data. This clause is applicable for all the civil works having tender cost more than Rs. 1 crores and duration is more than 6 months. The price adjustment shall apply for the work done from the start date given in the contract data up to end of the initial intended completion date or extensions granted by the Nodal officer or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor.

( I ) Price adjustment for increase or decrease in the cost shall be paid in the accordance with the following formula:

$$V=0.85XQXR\{ (P -P_o) /P_o\}$$

V= Variation in price on account of labour / Diesel / Cement / Steel/ Bitumen during the month under consideration.

P<sub>o</sub> = Market rate of diesel / steel, / cement,/ bitumen on the date of opening of the bids.( Consumer Price Index for Labour)

P= Market rate of diesel / steel, / cement,/ bitumen during the month under consideration. (Consumer Price Index for Labour)<sub>j</sub>

Q= Percentage of labour /diesel / cement / steel / bitumen component.

R= Value of work during the month under consideration.

Note: Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in Tender for each component i.e. Labour, Fuel, Cement, Steel, Bitumen etc.

**48 Retention**

48.2 The employer shall retain from each payment due to the contractor the proportion stated in the contracts data until completion of the whole of the works.

48.3 Retention money shall be deducted at 5% from each running bill, subject to a max. of 5% percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

**49 Liquidated damages (Not Applicable please refer Section 5).**

49.A. In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2%of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

(i) The owner, 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 with or without the levy of L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 49A.

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

(iii) The owner, 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.

(iv) In the event of such termination of the contract as described in clauses 49A(ii) or 49A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (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.

(v) The ceiling of LD shall be 10% of the cost of work

(vi) In case part / portions of the work can be commissioned and part operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

Note : Contract price for LD shall be inclusive of tender price plus taxes and duties (Excluding GST)

#### **50 . Incentives or Bonus (Not applicable, please refer Section 5).**

For early completion of the contract before the stipulated date of completion of an incentive amount at the rate of one-fourth per cent (1/4% i.e. 0.25%) of the contract price per full week of early completion, subject to a maximum of five per cent (5%) of the contract price may be paid to the contractor. The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow extension of time at its discretion, by virtue of which the contractor make himself eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.

#### **51. Advance payment (Not applicable, please refer Section 5).**

The Employer shall make the following advance payments:

- 51.1 Mobilization Advance shall be paid up to 10% of contract price, payable in two equal instalments. The first instalment shall be paid after mobilization has started and next instalment shall be paid after satisfactory utilization of earlier advance.
- 51.2 Construction / installation equipment advance shall be paid upto 5% of contract price.
- 51.3 Mobilization advance and Construction equipment advance shall be paid at SBI PLR + 2% p.a. (as on date of payment) interest at the discretion of employer and against bank guarantee for such advance and against hypothecation of construction equipment to the employer. However, availing of advance payment be optional with the bidder exercising the option along with the leader.
- 51.4 Equipment advance shall be paid in two or more equal instalments. First instalment shall be paid after construction equipment has arrived at the site and next instalment shall be paid after satisfactory utilization of earlier advances (s).
- 51.5 Recovery of Mobilization and Construction Equipment advance will start when 15% of the work is executed and recovery of total advance should be completed by the time 80% of the original contract work is executed.
- 51.6 The Nodal Officer or his nominees shall make advance payment in respect of materials and plant brought to site for but not yet incorporated installed in the works in accordance with conditions stipulated in the Contract Date. 75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as secured advance. Materials which are of perishable nature should be adequately insured.

## 52. Performance Securities

52.1 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/ Performance guarantee 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 or in form of Insurance Surety Bond as per format and condition in form 8A in tender document and **BG should remain valid for 60 (Sixty) days beyond the date of completion of all contractual obligation of the concern contract including Defect Liability Period**, within (21 days in case of domestics bid and within 28 days in case of global bids) 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 30 days from completion of defect liability period and submission of NOC from **Geology and Mining Department, Bhuj**.

52.2 Failure of the successful Bidder to comply with the requirements of Sub Clause 34.1 above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

52.2 The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee.

52.3 The bidders have to take latest minimum wages declared by the Central Government as the minimum bench mark for quoting the rates for manpower deployment. Bids lesser than minimum wages/statutory obligations will be summarily rejected.

The performance guarantee submitted in form Bank Guarantee/FDR/Insurance Surety Bond should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor.

## 53 Cost of Repairs.

53.1 Loss or damage to the works or materials to be incorporated in the works between the stat date and the end of the defects correction period shall be remedied by the Contractor at the Contractors cost if the loss or damage arises from the Contractors acts or omissions.

## E. FINISHING THE CONTRACT.

### 54 Completion

55.1 After completion of the work, as a whole the contractor will serve a written notice to the Nodal Officer or his nominee/Employer to this effect. The Nodal Officer or his Nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as “completion Certificate”.

### 55 Taking over

55.1 The employer shall take over the site and the works within seven days of the Nodal Officer or his nominee issuing a certificate of completion.

## **56 Final Account**

56.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

## **57 Operating and Maintenance Manuals** (Not applicable, please refer Section 5).

57.1 If "as built" Drawings and /or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the Contract Data.

57.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

## **58 Termination**

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

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

- 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.
- 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.
- The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- 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.
- 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.
- The contractor does not maintain a security which is required. 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
- 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.
- If the contractor has contravened clause 7 and clause 9 of condition of contract. For the purpose of this paragraph: "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. "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".

58.2 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 subclause above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

58.3 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.

58.4 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.

## **59 Payment upon Termination.**

60.1 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 upto 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.

60.2 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 contractors 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.

## **60 Property**

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

## **61 Release from Performance.**

62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

62 The Payment to labors is to be made in accordance with latest CLC circular released from time to time failing which appropriate action will be taken against the prospective Contractor by the tender issuing authority.

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **1. 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.

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee 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 or his nominee may require.

### **2. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that 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 major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations

including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover 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.

### 63. DEFECT LIABILITY PERIOD

- Defect liability period for the work is “One” Month from the certified date of completion of work.
- Contractor is responsible to rectify defects of relevant items carried out in work, during defect liability period and no any payment for that will be made to contractor for that, in defect liability period.
- The contractor shall be responsible to make good and remedy at his own expenses any defect which may be develop or may be noticed before the period mentioned above from the certified date of completion. The Engineer in charge shall give the contractor a notice in writing above the defects and the contractor shall make good the same within 5 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer in charge may rectify or remove or re-execute the work at the risk and cost of contractor. The Engineer in charge shall entitle to appropriate the whole or any part of the amount of Balance S.D. towards the expenses if any, incurred by him in rectification, removal or re execution. The contractor shall immediately recoup the amount so spent, that any given time the Balance S.D. shall be maintained as per the relevant clause of the contract. If the contractor fails to recoup the amount of performance security deposit, then Engineer in charge shall be entitled to recovered the amount spent over the amount of performance security deposit. The defect liability period shall “One” month from the certified date of completion of work.
- If contractor fail to attend the defect during Defect liability period, the Security Deposit will be forfeited and defect will be rectified on risk and cost of contracto

- **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) Workmen Compensation Act 1923:- The act provides for 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 establishments employing 10 or more employees.
- c) Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
  - (i) Pension to family 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 other benefits to workmen/ employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the 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 establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965:- The Act is 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 upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing 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 conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities 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 occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions 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 situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upon the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess 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 at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work 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 plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

**SECTION-4**  
**CONTRACT DATA**

CONTRACT DATA (Not Applicable)

Items marked “N/A” do not apply in this contract.

The following documents are also part of the contract	clause reference
The schedule of other contracts	(8) N/A
The schedule of key personnel	(9) N/A

The above insertions should correspond to the information provided in the invitation of bids. The employer is  
Chairman,

DEENDAYAL PORT AUTHORITY,

Address: A.O building, PO Box No-50, Gandhidham

Employer’s authorized representative is Chief Engineer, Deendayal Port Authority. The Nodal officer or his nominee is Executive Engineer (TD)

ANNEXE, GROUND FLOOR, A.O. BUILDING, GANDHIDHAM – 370201.  
Dist. Kutch (Gujarat)

Nodal Officer’s authorized representative is: AXEN/AE/JE

The conciliator appointed jointly by the Employer and contractor is:	} (Not Applicable please refer Section 5)
Name: _____	
Address: _____	

**The name and identification number of the contract is “AMC for White Washing, Distempering, Painting to Residential and Non - Residential Building at Gopalpuri, Gandhidham and Adipur for a year”.**

The work consist of \_\_\_\_\_

The start date shall be \_\_\_\_\_

The following documents also form part of the contract.

The contractor shall submit a program for the works immediately after delivery of the letter of acceptance. The site possession dates shall be given after the award of work.

The site is locateted at Gopalpuri Colony and Adipur

**The defect liability period is One month.**

The minimum insurance cover for physical property, injury and death is ₹ 10 (lakhs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

The following events shall also be compensation events:

The employer terminates the contract for his convenience

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The period between programme updates shall be **15** days

The amount to be withheld for late submission of an updated programme shall be **₹ 5,000/-**.

The language of the contract documents is English

The law, which applies to the contract, is law of union of

India The currency of the contract is Indian rupees.

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert

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Appointing authority for the Arbitrator is Chairman,

DPA **The formulae for adjustment of prices are:**

A(i) Escalation is payable for contracts with duration more than 12 months and whose estimated cost is more than ₹ 5 crores. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.

A(ii) For calculation Escalation, base price should be taken as on the date of opening of the bids.

B The contract document should specify the suitable percentage of input for labour, materials like cement, steel, bitumen, POL and other materials and equipment usage for the purpose of calculating escalation.

C Escalation should be calculated, based on

- Notified fair wages and in the absence of which consumer price index for labour would be applicable,
- Market rate for cement and steel
- Average official retail price of bitumen and POL, and
- Whole sale price index for other materials,
- Published Government Documents should be used for calculation of escalation amount

D Escalation Reimbursement should be calculated for to the extent of 85% of the escalation so calculated.

E Beyond the contract period and during extended completion period, the variation in price will be at the frozen consumer price index / market rates prevailing on the original schedule date of completion of work expect when the delay is on port account.

R= Value of work as defined in Clause 47.1 of condition of contract.

**Adjustment formula:**

Price adjustment for increase or decrease in the cost shall be paid in the accordance with the following formula:

$$V=0.85 \times Q \times R \times [(P - P_o) / P_o]$$

V= Variation in price on account of labour / Diesel / Cement / Steel/ Bitumen during the month under consideration.

Po = Market rate of labour /diesel / steel / cement/ bitumen on the date of opening of the bids.( Consumer Price Index for Labour)

P= Market rate of labour /diesel / steel / cement/ bitumen during the month under consideration. (Consumer Price Index for Labour) Q= Percentage of labour /diesel / cement / steel / bitumen component.

R= Value of work during the month under consideration.

Note: Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in Tender for each component i.e. Labour, Fuel, Cement, Steel etc.

## **SECTION 5**

### **SPECIFICATIONS AND SPECIAL CONDITIONS**

NAME OF WORK : AMC FOR WHITE WASHING, DISTEMPERING, PAINTING TO RESIDENTIAL AND NON-RESIDENTIAL BUILDING AT GOPALPURI, GANDHIDHAM AND ADIPUR FOR A YEAR

Details of deviations / exclusions / alteration to Clause(s) of sections of this tender are as under :-

**(A) GENERAL SPECIAL CONDITION**

The following clauses are not be applicable :

**Section -1 :**

- Clause 4.1(c), 4.1 (d), 4.1 (e), 4.1 (g)( Eligibility Criteria)
- Clause 4.2.1 (d), (e), (k), (j);
- Clause 4.4 & 4.5;
- Clause 5.2 (Joint Venture)
- Clause 8.2;
- Clause 9.2.1, 9.2.2, 9.2.3, 9.2.4, 9.2.5;(Pre- Bid Meeting)
- Clause Submission of Bids 19.1, 19.2, 19.3 (Submission of Bids)
- Clause 20.1 – However, the online Bids must be received by the Employer at the address specified above not later than \_\_\_\_/\_\_\_\_/2025 ;
- Clause 20.3 (Deadline for submission of Bids)
- Clause 22.2, 22.5;(Modification & Withdrawal of Bids)
- Clause 23.2, 23.3,23.4, (Bid Opening & Evaluation)
- Clause 27 (Correction & Error)
- Clause 35 (Advance Payment)
- Clause 36 (Conciliator)

**Section - 2 :**

- The clauses (c) (g) & (d) of the SPECIMEN FOR FORM OF BID will not be Applicable;
- Following statements of Contractor's Bid are not applicable :
  1. Advance payment
  2. "We accept the appointment of \_\_\_\_\_as \_\_\_\_\_ the conciliator. (OR)  
We do not accept the appointment of \_\_\_\_\_as the conciliator and propose instead that \_\_\_\_\_be appointed as Conciliator whose daily fees and biographical data are attached";  
Table no. 5,6 & 7 of Pre-qualifications of bidders of Section – 2.

**Section – 3:**

- Clause 1.1 :

The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in clauses 24 and 25. The names of the Adjudicator is defined in the Contact Data.;
- Clause 7(Joint Venture), 8.1(Sub-Contracting), 9.1(personnel), 21.1(Possession of the site)
- Clause 24 (Dispute), 25.1, 25.2, 25.3(Settlement Dispute), 26 (Replacement of conciliator).
- Clause 40.1,40.3 (Payment for Variation)
- Clause 43.2, 43.3, 43.4, 43.5, 43.6, 43.7; (Payment)
- Clause 44 (Compensation event)
- Clause 45 (Tax)
- Clause 47 (Price Adjustment)
- Clause 49 (Liquidated damages)
- Clause 50 (Incentives or Bonus)
- Clause 51 (Advance Payment)
- Clause 57 (Operating & Maintance Manual)



**Section – 4 :**

Following statements of Contract Data are not applicable:

“The conciliator appointed jointly by the employer and contractor

is: Name: - \_\_\_\_\_

Address: - \_\_\_\_\_“

- Schedule of other contractor & Schedule of key Personal
- Formula for Adjustment of Prices.

**Section – 5 Clause 58.12****Section – 6**

Following forms are not applicable :

- Form of Disputes review board agreement.
- Joint Venture Partner information form.
- J V Agreement form
- Proforma of Power of Attorney for lead member of JV/Consortium.
- Insurance Surety Bond for Earnest Money Deposit
- Specimen EMD(Bank Guarantee)

The provision in special conditions which form a part of the contract shall have precedence over those specified in General Conditions in case of diversity, if any.

- 1) The tender for the work will remain open for acceptance for 120 days from the date of opening of Technical Bid.
- 2) The stamp duty paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of letter of acceptance, failing which he will not be permitted to start the work.
- 3) The tenderers are expected to have full knowledge of the site of work and local working conditions in the Port before submitting the tenders as the port is basically an operational area dealing mainly with stacking, loading and unloading of import/export cargo and movement of traffic in or out of the port. The Engineer-in-Charge, or his authorized agent from time to time will give instruction as regards for maintenance work required to be carried out by the contractor as maintenance work will be carried out round the clock, The contractor while filling up their rates in the tender should consider the above aspects.
- 4) The work shall be done strictly in accordance with the ISI specification and orders by the Engineer Incharge of the work from time to time.
- 5) The work shall be carried out in accordance with the best standards of work-man ship and to entire satisfaction of Engineer-in-Charge.
- 6) The contractor shall execute the maintenance work round the clock to ensure the smooth movement in the jurisdiction of the Estate Office covered under the contract.
- 7) An order book is to be maintained by the authorized representative of contractor at the site of work and orders and instructions written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having seen the same and shall properly comply with the instructions. The order book shall be the property of the Board and shall be handed over to the Engineer in charge of the work in good condition after the completion of the work or whenever required by the Engineer in charge. The instructions regarding the maintenance work required to be carried out shall also be recorded by the Engineer-in-charge or his authorized representative in the order book.
- 8) The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 9) The contractor shall have to make good all damages done by him to the nearby structures while executing the work and no extra payment shall be made to him on that account.
- 10) All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
- 11) For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 12) The contract is liable to be cancelled in case either contractor himself or any of his employees, if found to be an Engineer of gazetted rank of Government Officer, employee in an Engineering Department of Government of India or DEENDAYAL PORT AUTHORITY within two years or retirement and do not possess the permission from the concerned authority for working as contractor or his employee.
- 13) All the labour acts; rules and regulations in force from time to time are to be followed by the contractor.
- 14) The contractor shall have to obtain necessary licence from the Assistant Labour Commissioner (Central) Adipur in case he has to engage 10 or more workers on any day during the execution of work.
- 15) Contractor has to follow all the rule regarding EPF, ESIC and deduct contribution from salary for EPF and equal contribution from contractor to be deposited in the UAN account of employee.
- 16) All payment to labour shall be done in ECS mode.

- ~~17) The contractor shall comply with at his own cost the Rules and Regulations in force from time to time for the entry of his persons for carrying out the work in the Port area.~~
- 18) If required, Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.
  - 19) Income tax at prevailing rate and surcharge as applicable thereon shall be deducted while making the payment to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of the direct taxes, Ministry of Finance, Government of India.
  - 20) The Engineer-in-Charge will be entitled to deduct and adjust any sums of money payable by the contractor to the board under the terms of any contract executed by him or on his behalf or from the security deposit or from any sums due or becomes due from the present contract.
  - 21) All the work, until handed over to the Engineer in charge shall stand at the risk of the contractor who shall be responsible to make good at his own cost all loss and damage caused by or due to fires, weather or any other reasons and the contractor shall hand over at the time of completion of work all the work in good order and conditions and in conformity in every respect with the requirements of the contract and instruction of Engineer in charge.
  - 22) Necessary Indian Dock Safety Regulation for the safety purpose shall be adhered by the contractor and he will be held responsible for any violation of the same. The set of such conditions (regulation) is available with safety officer and the contractor is required to go through it before tendering.
  - 23) During the execution of the work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, who is in the opinion of the Engineer-in-charge misconducts of he is found to be negligent in the proper performance of his duties and such persons shall not be again employed on the work without permission of Engineer-in-charge.
  - 24) All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
  - 25) The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
  - 26) All the tools, plants, scaffolding, ladder etc. and other machinery etc. required for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
  - 27) The contractor has to make his own arrangement for the storage of materials at site or work.
  - 28) Unless otherwise specifically mentioned the rates quoted for all items include for all lead and lift and no extra claims shall be entertained on this account.
  - 29) For execution of work, contractor has to construct temporary offices, store, labour room toilet etc. at his own cost. Nothing will be paid for these purpose and on completion of the work, before handing over the site contractor has to dismantle all these temporary structure erected by him as directed. Completion certificate will be issued only after compliance of above aspect.
  - 30) The contractor shall have to obtain quarry permits from the office of the Geologist, Department of Geology and Mines, Bhuj-Kutch before quarrying any secondary materials like sand, earth, murrum, rubble etc.
  - 31) All the royalties of materials, quarry fees, octroi, wharfage charges, any taxes etc. are payable by the contractor directly to the authority concerned and the rates quoted shall be deemed to be inclusive of all such charges.
  - 32) All of royalties of materials, quarry fees, etc. payable by the contractor directly to authorities concerned and rates tendered shall be deemed inclusive of all charges. Before claiming refund of Security deposit, the contractor shall produce 'No Dues Certificate' from the Geologist, Geology and Mining department.
  - 33) The contractor shall in accordance with requirement of Engineer-in-charge afford all reasonable facilities to any other contractor employed by the Port Trust Board and their workman for work, not included in this contract which the Board may enter into at any time. No disputes on this account shall be entertained.
  - 34) The tenderer shall examine carefully the condition of contract, specifications and drawings etc. before submitting the tender. He shall also visit and inspect site of work and acquaint himself with all local condition in the port colony , availability of construction

materials and labourers nature of soil and working condition at and around the site before submitting the tender. No dispute/claims what-so-ever shall be entertained for the work of any nature arising out of local conditions.

- 35) The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person authority connected with bid process so as to influence the offence under the PC Act in connection with the bid.
- 36) The Bank Guarantee submitted towards Security deposit should be of any nationalized/Schedule Bank except co-operative bank having its branch at Gandhidham. The Bank Guarantee received from respective bank through registered A.D. shall only be accepted.
- 37) The tenderers are not expected to make any post tender modifications hence the tenders should not make any correspondence regarding the tender after submission of the same of due date and time. No cognizance of any correspondence shall be taken, if any tenderer persists with the same, necessary action will be initiated against him. All the tenders reached on or before the due date & time shall be opened, if otherwise found in order
- 38) The Contractor shall have to submit R.A. Bill on monthly basis.
- 39) The contract period will be for 12 months and the contract period can be extended for another six months with the same rates, terms and conditions by mutual consent.
- 40) DEENDAYAL PORT AUTHORITY has included electronic clearing system. The tenders are required to furnish details of Bank Account as per format enclosed.
- 41) The tenderers should submit firm offer without any price variation and no escalation will be considered.
- 42) Contractor has to use all the materials as per IS and has approved by Engineer In charge.
- 43) In the event of the contractor(s) committing a default or breach of any of the provisions of the boards contractor's labour regulations and model rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the board a sum not exceeding Rs.200/- for every default breach or furnishing, making, submitting filling such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender the decision of the engineer-in-charge shall be final and binding on the parties.
- 44) If you are directed by the Engineer-in-Charge or his nominee to paint any type of quarters, you will have to start it within three days and complete it within a maximum of five days. The period for the work will be calculated from the date of commencement of the specific work and sufficient workmen will have to be arranged to complete the work within the time limit. If the contractor fails to complete the work within the time limit, a penalty of Rs. 2000 per day will be imposed. Subject to a maximum of 10% of the contract value.
- 44) **GST REGISTRATION**
  - While submitting tender, INCOME TAX PAN, GST Registration has to be mentioned. The GST Registration No. should invariably be mentioned in the bid/tender/quotation, failing which the bid / tender / quotation will be considered as non – responsive and be liable for discharge.
  - Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
  - Information regarding income tax, Permanent account number (PAN), GST Registration number may be enclosed along with the documents.
  - The contractor has to quote for the GST Registration No. invariably failing which bid will be liable to be rejected and discharged.
  - It is mandatory to upload scanned copies of all documents including GST Registration, PAN etc. as stipulated in the bid documents. If such documents not uploaded his bid will become invalid and cost of bid document shall not be refunded.
  - Certificate of registration of valid GSTIN, PAN etc. and acknowledgement of up to date filed return if required.
  - The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
  - TDS @ 2% on GST will be deducted at the time of payment of bill.

- Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR1 so that DEENDAYAL PORT AUTHORITY can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc. it will be financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier.

45) Arbitration Clause : -

Any dispute in respect of in contracts where party is dissatisfied by the Conciliators decision shall be decided by arbitration as set forth below:

- I. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or any officer appointed by him.
- (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that
- (III) he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in disputes or to act as 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 office to act as arbitrator.
- (IV) It is a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (V) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (VI) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VII) It is also a term of 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 or his nominee 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.
- (VIII) 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/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (IX) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (X) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (XI) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (XII) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XIII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

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

- 46) A bill shall be submitted by the contractor each month on or before the date fixed by the engineer-in-charge for all works executed in the previous month and the engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expire of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the engineer-in-charge may depute within seven days the date fixed aforesaid, subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the engineer-in-charge may prepare a bill from such list.
- 47) Before taking measurement of any work the engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor if the contractor fail to attend at the measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the engineer-in-charge then in any such event the measurement taken by the engineer-in-charge or by the subordinate deputed by him as the case may be shall final and binding on the contractor and the contractors, contractor shall have no right to dispute the same. The contractor shall submit all bills on the printed form to be had on application at the office of the engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.

48) INTEGRITY PACT

50.1 The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix), Shri Amiya Kumar Mohapatra IFoS, (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under :

Shri Amiya Kumar Mohapatra IFoS, (Retd.)  
Qrs No 5/9, Unit -9, Bhoi Nagar  
Bhubaneswar -751 022  
Mobile No- 9437002530  
[Email-amitaifs@gmail.com](mailto:Email-amitaifs@gmail.com)

Dr. Gopal Dhawan, Ex-CMD, MECL  
House No.120 Jal Shakti Vihar  
(NHPC Society) P4 ,Builder Area  
Greate Noida Gautam Budh Nagar  
Utter Pradesh-204 315  
Mobile No-8007771467  
Email: [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

- 50.2 Scanned copy of pre- contract Integrity Agreement (as per appendix) is to be uploaded along with the technical bid. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E- tender failing which tender shall be considered irrelevant.
- 49) The contractor has to clean the floor, doors, window, electrical fixtures etc. at his own cost immediately after carrying out the work to the entire satisfaction of the Engineer In-charge. If any damage is found due to the fault of contractor of his labours during the work inside the quarter of building of port property, the same will be recovered from the contractor.
- 50) The contractor shall collect the total quantity of the approved paints required for the work before the actual painting work is started and shall keep the entire stock of the paint in custody of Engineer Incharge. If any paint remain unused on the completion of work on account of less use of material in actual execution for reasons other than authorized changes of specification and also abandonment of portions of work , corresponding deduction equivalent to the cost of unused materials determined by the Engineer Incharge and shall be made and the material shall be returned to the contractor. Although the materials are hypothecated to the DEENDAYAL PORT AUTHORITY. The contractor shall undertake the responsibility of their proper watch, safe custody and protection against the risk. The material shall not be removed from the site of work without the consent of Engineer Incharge in writing.
- 51) The work is to be carried out after scrubbing the old paints etc. to the satisfaction of the Engineer Incharge before applying the new

paint.

- 52) For the measurements of painting doors and window the co-efficient given in the table 'E' of the DEENDAYAL PORT AUTHORITY Schedule of Rates of the year in which the tender is accepted shall be considered.
- 53) The work is to be carried out after removing the old loose portions scrapping by iron scrappers or sand papers cleaning the surface and scrubbing the old paints and white wash to the satisfaction of the Engineer Incharge before applying the paint etc. No extra payment shall be made no disputes shall be determined in this account.
- 54) The value of stamp to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution of contract. However, if the contractor furnishes the GPF notes of approved guarantee in respect of part of Security Deposit the stamp duty chargeable for the amount shall be as prescribed for agreement payable in accordance with latest provision of law enforced on the date of execution of contract. All the cost of stamp duty shall be borne by the contractor.
- 55) The work shall be done strictly in accordance with the ISI specification and orders by the Engineer Incharge of the work from time to time.
- 56) All the rules and regulation governing the DEENDAYAL PORT AUTHORITY shall be applicable.
- 57) For the purpose of measurements, methods prescribed in the Indian Standard of measurement of building work i.e. IS 1200 shall be applicable.
- 58) All the Labours acts, rules regulations in force from time to time are be followed by the contractor.
- 59) Income Tax deduction at applicable rate and surcharge as applicable thereon shall be made while making payment to contractor for carrying out the said work and only net amount shall be paid for as directed by the Central Board of Taxes, Ministry of Finance, Government of India.
- 60) The letter of acceptance intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the board having common seal of the Board. The final acceptance letter shall be issued by the Chief Engineer on non judicial stamp paper of Rs. 300/- to be borne by the contractor. In case the contractor desires to have the duplicate copy of acceptance letter, he shall have to pay an additional amount of Rs. 300/- only.
- 61) The Contractor must arrange for any temporary power and water required for the construction activities, including any associated costs on his own without any extra payment.
- 62) The contractor shall have to obtain necessary licence from the Assistance Labour Commissioner (Central), Adipur in case he engages 10 or more workers on any day during the execution of work.
- 63) Contractor has to make pre-programme each time before starting the white wash, wash and painting work of any residential building / non-residential building with Engineer Incharge.
- 64) The paint distemper , water proofing cement paint, shall be of approved shade quality and following make:
  - a. Synthetic Enamel Paint, aluminium paint, primer, acrylic distemper and acrylic emulsion floor paint etc. shall be of first quality and of Asian Paint, ICI (IEL), Nerolac, Dulux paint make only.
  - b. Water proof cement paint shall be super Snowcem of Snowcem India Ltd., Bombay Terracem or equivalent.
- 65) The provision in special conditions and specifications which forms a part of contract shall have precedence over those specified in general conditions and contract in case of diversity, if any.
- 66) In the tender item No. 5 the surface should be fully scrapped and then cleaned by means of scrappers / travels to the original plaster. Then after two coats of lappi/putty made with white synthetic enamel paint of approved make and chalk powder etc. shall be applied for smoothening the entire surface. One coat of cement primer before and after applying the lappi is to be applied on the entire surface.
- 67) For white wash / metori washing DDL, Fevicol at 5% of lime/metori is to be used as adhesive.
- 68) While evaluating tender regard would be given to the National Defence Security considerations.
- 69) Contractor has to ensure maximum labourers per day for one month before the festival of Diwali, in addition, the contractor shall clean the floor, doors/windows etc. after whitewashing/distempering painting in each quarter building without any additional cost. Before whitewashing, distempering, plastic paint, painting the floor, the contractor shall clean the surface, scrape, remove all loose materials from the previous surface without any extra cost.

- 70) The bank Guarantee submitted in lieu of security deposit must be from any Nationalized Bank having its branch at Gandhidham (Kutch) (Performa enclosed). The Bank guarantee is to be sent directly to DPA by issuing branch through registered post A/D post.
- 71) AMC for White Washing, Painting, distempering etc. is to be done upto 20m height of building, including over head tanks outside Multi-storeyed Building etc. Contractor has to keep this aspect in mind at time of quoting the rates.
- 72) The Bidder shall disclose any payment made or proposed to be made to any intermediaries / agents etc. in connection with the bid.
- 73) Force Majure: This will be restricted to act of God only.
- 74) The tenderers are not expected to make any post tender modification Hence the tenderer should not make any correspondence regarding the tenders after submission of the same on due date name and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.
- 75) Contractor has to take signature for carrying out painting work in residential quarters from the quarter allottee of the Port Employee for satisfactory painting work & then after which the running bill will be released.
- 76) The contractor shall be registered under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
- 77) Contractor has to disburse the payment directly to the account of persons deployed as per labour laws and has to submit monthly proof thereof.
- 78) The payment from 2<sup>nd</sup> bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid concerned authority is submitted for the previous bill.”
- 79) 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”.
- 80) Third Party Inspection (TPI) Clause:  
DPA engaged the Third Party Inspection Agency for quality assurance separately. The contractor has to co-operate with the Third Part Inspection Agency representative in his duties related to this work. The execution of work shall be subject to third party inspection by the agency engaged by DPA. The contractor is required to comply the observations queries of the agency and any cost incurred for this purpose shall be the responsibility of the contractor.
- 81) Individual quantity for tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever, and accordingly total amount of variation may be extended as required by DPA.

Contractor

Executive Engineer (TD)  
DEENDAYAL PORT AUTHORITY





## **SECTION 6**

### **FORMS OF SECURITIES AND OTHER FORMATS**

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.

## **Specimen EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- non Judicial Stamp Paper]

(Bank's name and address of Issuing Branch or Office) Beneficiary:

\_\_\_\_\_  
(Name and Address of Employer/Board) Date:

Tender Guarantee No.: \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_  
[Signature(s)]

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

**SPECIMEN FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To

\_\_\_\_\_  
(Project Title)

Ref:

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

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

Date:

Place:

Name of the Applicant:

\_\_\_\_\_  
\_\_\_\_\_

Represented by (Name & Capacity)

\_\_\_\_\_  
\_\_\_\_\_

**SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs**  
(To be executed on Bank's Letter Head)

Date:

To,  
The Board of Deendayal Port Authority,

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ for ₹ \_\_\_\_\_ favoring

yourselves

issued on a/c of M/s. \_\_\_\_\_

(Name of contractor)

.....

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.

Name of signature of Bank Officer

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

(To be executed on ₹300/- non Judicial Stamp Paper)

To  
The (PORT Address)

Dear Sir,

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

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

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

*[Specimen signature]*

Yours faithfully,

Signature:  
Name & Designation:  
For & on behalf of:

<b>EXCEPTIONS AND DEVIATIONS</b>
----------------------------------

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

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

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

Duly authorized to sign this authorization on behalf of: [insert complete name of Tenderer] Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY**

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as ₹50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri Amiya Kumar Mohapatra IFoS, (Retd.), Dr. Gopal Dhawan, Ex-CMD, MECL has been appointed IEM by DPA. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority. As per Shri Amiya Kumar Mohapatra IFoS, (Retd.), Dr. Gopal Dhawan, Ex-CMD, MECL has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

**Address:-**

Shri Amiya Kumar Mohapatra IFoS, (Retd.)  
Qrs No 5/9, Unit -9, Bhoi Nagar  
Bhubaneswar -751 022  
Mobile No- 9437002530  
[Email-amitaifs@gmail.com](mailto:Email-amitaifs@gmail.com)

**Address:-**

Dr. Gopal Dhawan, Ex-CMD, MECL  
House No.120 Jal Shakti Vihar  
(NHPC Society) P4 ,Builder Area  
Greate Noida Gautam Budh Nagar  
Utter Pradesh-204 315  
Mobile No-8007771467  
Email: [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be up-loaded along with the bid. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.



## INTEGRITY PACT

### Between

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

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

### Preamble

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

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

### **Section 1 - Commitments of the Principal**

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

## **Section 2 - Commitments of the Bidder(s) / Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits 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 should sign the Integrity pact. In case of Sub-contracting the principal contractor shall take responsibility of the adoption of IP by the sub- contractor. It is to be ensured that all sub-contractor also sign the IP. In case sub-contractors the IP will be a tri-parties agreement to be signed by the organization the contractor and the sub- contractor.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

## **Section 10 - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

  
अधिशासी अभियंता (न.वि.)  
दीनदयाल पोर्ट प्राधिकरण  
Executive Engineer (T.D)  
Deendayal Port Authority

(For & on behalf of the Principal)

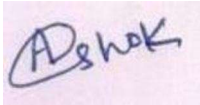
(Office Seal)

Place : Gandhidham

Date : / /2025

**Witness**

**Sign**



Ashok Kr.Meena  
JE Gr-I (Civil))  
Deendayal Port Authority  
(Name & Address)

(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

**Witness**

**Sign**

(Name & Address)

Note : The bidder has to execute Integrity Pact agreement with Deendayal Port Authority and Shri Amiya Kumar Mohapatra IFoS, (Retd.)and Dr. Gopal Dhawan,Ex-CMD,MEC have been appointed by DPA as independent External Monitors and whose address are as under:

Shri Amiya Kumar Mohapatra IFoS, (Retd.)  
Qrs No 5/9, Unit -9,Bhoi Nagar  
Bhubaneswar -751 022  
Mobile No- 9437002530  
[Email-amitaifs@gmail.com](mailto:Email-amitaifs@gmail.com)

Dr. Gopal Dhawan, Ex-CMD,MECL  
House No.120 Jal Shakti Vihar  
(NHPC Society) P4 ,Builder Area  
Greate Noida Gautam Budh Nagar  
Utter Pradesh-204 315  
Mobile No-8007771467  
Email: [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

## Annexure-II

Bank Payment Agreement Form: (to be collected from the Parties)

- |    |                       |    |                                 |
|----|-----------------------|----|---------------------------------|
| 1. | Name of Party         | :- |                                 |
| 2. | Account No.           | :- |                                 |
| 3. | Branch Name           | :- |                                 |
| 4. | IFSC Code of the Bank | :- |                                 |
| 5. | MICR Code             | :- |                                 |
| 6. | Accepted for          | :- | NEFT Payment or<br>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 / Supply Order is concerned.

Signature of the Party  
With the seal

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM**  
**(To be submitted on Non-judicial Stamp Paper of appropriate value)**

By this Power-of-Attorney executed on this ....day of .....(month) of 20....., we,

(i) (..... Name of legally authorized signatory of first partner to be filled in.....), (ii) (..... Name of legally authorized signatory of second partner to be filled in ),

.....hereby jointly authorize and agree the Lead Partner, M/s (... Name of the lead partner to be filled in.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment for the work of “{insert name of work} \_\_\_\_\_” exclusively through Lead Partner.

(i) Signature Name Designation seal & Common seal of the firm

(ii) Signature Name Designation seal & Common seal of the firm

.....

.....

Signature, name and seal of the certifying authority/Notary Public



(NOT APPLICABLE)

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**  
**(To be submitted on Non-Judicial Stamp Paper of appropriate value)**

This Joint Venture /Consortium Agreement is made and entered into on this ..... day of .....20... by and between (i) M/s... ..... Name of the firm to be filled in)....., (ii) M/s.....(Name of the firm to be filled-in)..... , primarily for the work under the Deendayal Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium ‘.

**1. Formation of Joint Venture/Consortium**

- 1.1. (i) M/s... (Name of the firm to be filled in) is engaged in  
... (Details of the works undertaken by the party)  
(ii) M/s... (Name of the firm to be filled in) is engaged in  
... (Details of the works undertaken by the party)  
(iii) .....

1.2. On behalf of Board of Deendayal Port Authority (hereinafter referred to as Employer), the (Designation of HOD), Deendayal Port Authority has invited bids from the experienced, resourceful and bonafied Contractor with proven technical and financial capabilities of executing the work (Name of work).

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in ..... ) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in ) shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS  
FOLLOWS

1.4. The Joint Venture/Consortium will be known as.....(...Name of JV to be filled in.....)  
.....and shall consist of (i) (.....Name of the firm to be filled in.....), (ii)  
(.....Name of the firm to be filled- in.....),.....  
,parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after

award of contract till the expiry of this agreement will be borne by the parties as hereinafter provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under

the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in.....) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (Name of the partner to be filled-in) - .....

(ii) M/s..... (Name of the partner to be filled-in) - .....

.....

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....Name of Partner to be filled-in.....) shall carry out the following works :-  
.....

c) (.....Name of Partner to be filled-in ..... ) shall carry out the following Works:-  
.....

d) .....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the Board of Deendayal Port Authority for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for nonperformance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV/Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the

Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be

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discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the ..... day of.....20...

(i) Signature Name

Designation seal & Common seal of the firm

(ii) Signature Name

Designation seal & Common seal of the firm

Witness1

Witness2

## JOINT VENTURE PARTNER INFORMATION FORM

*The Tenderer shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Tender Submission]* Tender No.: (02- P/2025).  
*[insert number of Tendering process]*

Page \_\_ of \_\_\_\_pages

1. Tenderer's Legal Name: *[insert Tenderer's legal name]*

2. JV's Party legal name: *[insert JV's Party legal name]*

3. JV's Party Country of Registration: *[insert JV's Party country of registration and details of registration]*

4. JV's Party Year of Registration: *[insert JV's Party year of registration]*

5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]*

6. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

Articles of Incorporation or Registration of firm named in 2, above, in accordance with Tender Document.

In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender Document

☐ PAN Number

☐ GST Registration Number

☐ Any other documents required for statutory compliance

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

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

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

(To be executed on Rs.300/- non-judicial Stamp Paper)

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt

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

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_

dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank

\_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of \_\_\_\_\_ the Bank and Address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board starting that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

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

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

\_\_\_\_\_  
(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch)  
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [Gandhidham] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
  - (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
  - (b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and
  - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”  
Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**FORM-8A**

**FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE**

**(To be execute on Non-Judicial Stamp paper of appropriate value)**

(Insurance Surety Bond No ..... )

Date.....

**(Name of the Contract)**

**To:**

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

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called “The Board” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s. *[Contractor's Name]*

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

We ..... *[Name & Address of the Insurance Company]* ..... having its Head Office at ..... (hereinafter referred to as the ‘Surety’, which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any

other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ~~the~~ whichever is earlier.

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

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

- i) Our liability under this Insurance Surety Bond shall not exceed.....(\*).....
- ii) This Insurance Surety Bond shall be valid upto.....(+). .....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....(@) .....

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

**WITNESS**  
**Insurance**  
**Company**

**Signed for and on behalf of the**

1.	.....
..... (Signature)	..... ..... (Signature)
.....	.....
..... (Name)	..... (Name)



Notes:

1. (\*) This sum shall be **Five percent (5%)** of the accepted tender value denominated in the types and proportions of currencies.

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

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

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e- Mail Id with full correspondence address of the Insurance Company.

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

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

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

**FORM-23A**  
**Format of Insurance Surety Bond for Earnest Money Deposit**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....  
(address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
  - (a) fails or refuses to sign the Contract Agreement when required, or
  - (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the .....  
(Name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory  
Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including.....(date 90 days  
after the period of bid validity), and any demand in respect thereof must reach the Surety not later than  
the above date.

Name of  
For and on behalf of the Insurance Company

In the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos. / E-Mail ID.

Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY  
DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company counting the

Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer..... (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

**SECTION-7**  
**(Schedule-A)**

**SECTION-8**

**Bill of Quantities  
(Schedule-B)**

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

# DEENDAYAL PORT AUTHORITY

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



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## **1. Introduction**

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

## **2. Scope**

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.
- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

## **3. Definitions**

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an

association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer’ in the context of these guidelines is termed as ‘Agency.’

- ii) ‘Inter-connected Agency’ shall mean two or more companies having any of the following features:
- If one is a subsidiary of the other;
  - If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - If management is common;
  - If one owns or controls the other in any manner;
  - If the agencies have same authorized signatory (ies)
  - If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

*Note: This list is only illustrative in nature.*

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

Area of Banning/ Suspension	Competent Authority	1st Appellate Authority	2nd Appellate Authority
Board-wide banning	HoD of the Board	Chairman, DPA	--
Banning / Suspension of business dealings with Foreign supplier of imported coal & coke	HoD's Committee	Chairman, DPA	DPA Board**
Board wide Suspension of business dealings with Agency	Officer nominated by Chairman of Board. For Department headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--
Board wide Hold on participation of the Agency in Tenders #	Officer nominated by Chairman of Board. For Departments headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--

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

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

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

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

#### **4. Initiation of Banning/Suspension**

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

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.

- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Banning of Business Dealings.**

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
  - i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.

- ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.
- iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.

7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:

- a) For exonerating the Agency if the charges / allegations are not established;
- b) For banning the business dealings with the Agency or
- c) For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.

7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavor 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 show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

**10. Appeal against the Decision of the Competent Authority**

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

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

- 11.1 The Board shall upload/update the list of banned agencies 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 co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of



banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.

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

**12. Saving**

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