



दीनदयाल पत्तन प्राधिकरण DEENDAYAL PORT AUTHORITY



Off-Shore Oil Terminal Department
Tender Notice No. [OOT/Civil/179/Renovationofguesthouse/2023\\$PF1](#)

ADDITION AND ALTERATION AT GUEST HOUSE IN PORT COLONY, VADINAR

PORT OFFICE

Superintendent Engineer [Civil],
Administration Office Building,
Off-Shore Oil Terminal Department,
Deendayal Port Authority, Vadinar,
Gujarat – 361 010
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INDEX

Section – 1	Tender notice
Section – 2	Instructions to Bidders
Section – 3	Forms 1 to 20
Forms: 1 -14	To be submitted by Bidders along with their Bids online
Form: 15 – 20	To be used by successful Bidder
Section – 4	General Conditions of Contract
Section – 5	Contract data
Section – 6	Schedule-B
Section – 7	Drawing
Section – 8	Special Conditions for this particular work
Section – 9	GUIDELINES ON BANNING BUSINESS DEALINGS

1. Section – 1: Tender Notice

1.1 TENDER NOTICE NO. **OOT/Civil/179/Renovationofguesthouse/2023\$PF1**

Civil Division, DPA, Vadinar invites tender through Online E-tendering system for the work of “**ADDITION AND ALTERATION AT GUEST HOUSE IN PORT COLONY, VADINAR**”.

Earnest Money Deposit	Rs. 5,08,700/-
Last date and time of downloading	<u>23/02/2026</u> upto 14:00 hours
Last date and time of submission of e-tender only on website: www.nprocure.com	<u>23/02/2026</u> upto 15:00 hours
Date and time of opening of e-tender	<u>23/02/2026</u> upto 15:30 hours
Tender shall be downloaded from website: www.nprocure.com ; www.deendayalport.gov.in and www.eprocure.gov.in	
Corrigendum, if any, will be placed on website www.nprocure.com only.	

1.2 Notice Inviting Online Tender

Department Name	Off-Shore Oil Terminal Department
Division	Civil Division
Tender Notice No.	OOT/Civil/179/Renovationofguesthouse/2023\$PF1
Name of work	ADDITION AND ALTERATION AT GUEST HOUSE IN PORT COLONY, VADINAR
Period of Contract	12 months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Applicable
Estimated Cost	Rs. 2,54,30,883/-
Bid Document Fee	Rs.1770/- including GST at 18% payable toward tender fee shall be submitted through digital mode/ Online transfer in the account of port. Beneficiary to Deendayal Port Authority, Vadinar. Account No : 325310100002572 Branch : Vadinar. IFSC Code : BKID0003253 Bank : Bank of India, Vadinar.
	The scanned copy of the online/ digital payment receipt shall be submitted online and hard copy to be submitted at the address given below within 7 days of opening of technical bid.
Bid Security/ EMD (INR) :	Rs. 5,08,700/- payable to Deendayal Port Authority, Vadinar. (EMD in the form of Bank Guarantee issued by any nationalized/ scheduled bank except cooperative bank having its branch at Vadinar, Jamnagar as per format in the tender documents.) Or in form of Insurance surety bond.as per format and condition in Form – 23A in Tender Document.
Bid Document Downloading Start Date	30/01/2026
Bid Document Downloading End Date and Time	23/02/2026 upto 14:00 hours
Date & time of Pre-Bid Meeting	Not Applicable

Place of Pre-Bid Meeting	N/A
Last Date & Time for Online submission of Bids	23/02/2026 upto 15:00 hours www.nprocure.com
Technical Bid Opening Date and Time	23/02/2026 upto 15:30 hours
Bid Validity Period	120 Days from the date of opening of Technical bid.
Eligibility Criteria – for MSMEs	In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise 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 proposal 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 - 20), failing which the bid shall be considered non- responsive. Such bidders shall upload the scanned copy of valid certificate in Technical Bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below"
Note:- The MSMEs Certificate with the following Codes will be accepted - (National Industrial Classification – 2008)	
Level	Description
Section - F	Construction
Division- 43	Specialized Construction Activities
Group - 433	Building completion and finishing
Class- 4330	Building completion and finishing
Sub Class - 43303	Interior and exterior painting, glazing, plastering and decorating of buildings or civil engineering structures
Condition	<ol style="list-style-type: none"> 1. Tender Fees in form of Digital mode and EMD in form of Bank Guarantee Or in form of Insurance surety bond. 2. 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. 3. 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 online (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 Fee, are received electronically and are 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 Superintendent Engineer (civil), Civil Division, A.O. BUILDING- Jetty office Vadinar, Devbhoomi, Dwarka 361010, within 7 days from the last date of opening.
Technical Bid Opening Date and Time	23/02/2026 upto 15:00 hours
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders
Documents required to be submitted by scanning through online.	<ul style="list-style-type: none"> a. Documents in support of fulfilling qualifying criteria as indicated above b. EMD in form of Bank Guarantee Drawn in favour of Board of Deendayal Port Authority, issued by any Nationalized /scheduled bank (Except Co-op bank) having branch at Gandhidham as per enclosed format Or in form of Insurance surety bond.as per format and condition in Form – 23A in Tender Document. c. Tender Fee form of online Digital mode of Payment. d. Integrity Pact Agreement dually signed with witness . e. As indicated in Clause 4 of Section 1 - Instructions to bidder f. Documents required under Section –2.4.2.
Officer Inviting Bids	Chief Operations Manager
Bid Opening Authority	
Address	A.O Building, Off-Shore Oil Terminal Department, Vadinar – 361010, Gujarat
Contact /Email	Phone: + 91 98795 14129 Email: se.oort@deendayalport.gov.in kptootcivilame@gmail.com

Eligibility Criteria	<p>The Tenderers shall fulfil the following Pre – Qualification Criteria:</p> <ol style="list-style-type: none"> 1. Financial Standing: Average Annual financial turnover during the last 3 years, ending 31st March 2024 of the previous financial year, should be at least Rs.76.29 Lakhs as certified by the Chartered Accountant. (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 will be treated as non-responsive). 2. Experience: Experience of having successfully completed or substantially completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: <ol style="list-style-type: none"> a. Three similar completed works each costing not less than the amount equal to Rs.101.72 Lakhs (excluding GST). OR b. Two similar completed works each costing not less than the amount equal to Rs.127.15 Lakhs (excluding GST). OR c. One similar completed work costing not less than the amount equal to Rs.203.45 Lakhs (excluding GST). 3. “Similar work” means “Construction Residential/Commercial Buildings viz., Guest House / Hotels / Office Buildings / Residential Apartments”. 4. 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= $A \times N \times 2 - B$ Where, “N” = Number of years prescribed for
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	<p>completion of the subject contract.</p> <p>“A” = Maximum value of works executed in any one year during last seven years [at current price level].</p> <p>“B” = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.</p> <p>5. 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 Office or his nominee- in charge.</p> <p>6. Failure to provide these documents will result in the bid being treated as non-responsive.</p> <p>7. Work Experience as a sub-contractor: In case the Bidder has carried out work experience as a subcontractor, the following conditions must be met by bidder:</p> <p>(a) The subcontract experience shall be considered for qualification only, if the work was carried out for Govt./Semi Govt., or Public Limited companies. The Bidder must submit the subcontract permission issued by the respective work authority prior to the execution of the work. It is mandatory to upload the subcontract permission online along with the bid. If the subcontract permission is not authenticated, the respective bidder will be considered non-responsive.</p> <p>b) The completion certificate/Form-3A issued/authenticated by the concerned Government, Semi-Government, or Public Limited companies, copy of work order, bill of quantity, copy of all bills must be uploaded along with the bid submission supported by TDS certificate & CA certificate as indicated in Para-3 above for private work.</p> <p>c) The decision taken by DPA with regard to Sub-contract work experience shall be final and binding to bidder.</p>
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	<p>8. Integrity Pact Agreement: The bid/tender shall also be accompanied by Integrity Pact Agreement (Annexure I).</p> <p>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.</p> <p>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 any potential bidder is unable to upload the IP Agreement, then he/she shall submit the hardcopy of the duly filled, signed IP Agreement to the department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p> <p>c) The authorised person in case of partnership firm can sign the IP agreement. The documentary evidence towards authorized signatory may be submitted in the technical stage.</p>
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NOTE:

In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address: (n) code Solutions-A division of GNFC Ltd., (n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details:

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

BSNL: +91 – 79 – 26854511, 26854512, 26854513 [EXT: 01,512,516,517,525] **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 Bank Guarantee Or in form of Insurance surety bond.as per format and condition in Form – 23A in Tender Document., Tender Fee in 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.

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

I. EMD in form of Bank Guarantee Drawn in favour of Board of Deendayal Port Authority, issued by any Nationalized /scheduled bank (Except Co-op bank) having branch at Vadinar/ Jamnagar as per enclosed format Or in form Insurance surety bond.as per format and condition in Form – 23A in Tender Document..

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 – 2: INSTRUCTION TO BIDDERS

2.1. Scope of Bid:

- 2.1.1. Deendayal Port Authority (hereinafter referred to as the employer) intends to receive bids from the interested eligible bidders through E-Tendering for the work as mentioned in the Notice Inviting Tender (NIT). All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.
- 2.1.2. The successful bidder will be expected to complete the works by the intended completion period.

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

2.3. Eligible Bidders:

- 2.3.1. Only eligible bidders fulfilling the eligibility criteria as defined in Clause No. 2.4.
- 2.3.2. The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 2.3.3. Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfilment of Minimum Qualifying criteria.
- 2.3.4. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.
- 2.3.5. “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain;”.

2.4. Eligibility Criteria

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

FINANCIAL		
Sr. No.	Particulars	Supporting Documents
1.	Average annual financial turnover during the last three years ending 31 st March 2024 of the previous financial year should be Rs.76.29 lakhs.	The average annual financial turnover should be certified by Chartered Accountant.
TECHNICAL		
2	<p>Experience of having successfully completed or substantially completed similar works during last 07 years ending last day of month of previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than the amount equal to Rs.101.72 lakhs (excluding GST)..</p> <p>(ii) Two similar completed works each costing not less than the amount equal to Rs.127.15 lakhs (excluding GST).</p> <p>(iii) One similar completed works costing not less than the amount equal to Rs.203.45 lakhs (excluding GST).</p>	<p>(a) A copy of the completion certificate in respect of the successfully completed or substantially completed similar work. The completion certificate should invariably mention the reference number, work order, the date of completion of work and amount of work done.</p> <p>(b) A copy of work order should also be submitted for which the bidder is submitted the completion certificate.</p>
3	Definition of Similar work	“Similar work” means “Construction of Residential / Commercial Buildings viz., Guest House/ Hotels / Office Buildings / Residential apartments”.

4	<p>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:</p> <p>Assessed Available Bid Capacity=$A \times N \times 2 - B$</p> <p>Where,</p> <p>“N” = Number of years prescribed for completion of the subject contract.</p> <p>“A” = Maximum value of works executed in any one year during last seven years(at current price level)</p> <p>“B” = Value at current price level of existing commitments and ongoing works to be completed in the next ‘N’ years.</p>	<p>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 Office or his nominee-in charge.</p> <p>Note: For bringing the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI.</p> <table><tr><th>Year</th><th>Multiplying Factor</th></tr><tr><td>FY 2023-2024</td><td>1.00</td></tr><tr><td>FY 2022-2023</td><td>1.02</td></tr><tr><td>FY 2021-2022</td><td>1.02</td></tr><tr><td>FY 2020-2021</td><td>1.26</td></tr><tr><td>FY 2019-2020</td><td>1.33</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	Year	Multiplying Factor	FY 2023-2024	1.00	FY 2022-2023	1.02	FY 2021-2022	1.02	FY 2020-2021	1.26	FY 2019-2020	1.33				
Year	Multiplying Factor																	
FY 2023-2024	1.00																	
FY 2022-2023	1.02																	
FY 2021-2022	1.02																	
FY 2020-2021	1.26																	
FY 2019-2020	1.33																	

- a) 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.
 - b) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or - Record or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc., and/or.
- 2.4.2. The bidder shall scan, uploaded online and forward the following documents/Forms with their bid:
- 2.4.2.1. **Tender Fee Receipt:** Tender Fee specified in the NIT to be submitted in the form of online/ digital mode only in favour of Deendayal Port Authority, Vadinar. The scanned copy of the Online digital receipt shall be submitted in online and hard copy to be

submitted to address given above within 7 days of opening of technical bid.

- 2.4.2.2. **Earnest Money Deposit Receipt:** EMD specified in the NIT to be submitted in the form of online/ digital mode only in favor of Deendayal Port Authority, Vadinar. The scanned copy of the online/ digital mode shall be submitted in online and hard copy to be submitted to the address given above within 7 days of opening of technical bid.

In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise 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 Preliminary proposal 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 -20), failing which the bid shall be considered non-responsive. Such bidders shall upload the scanned copy of valid certificate in Preliminary bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below”

Note:- The MSMEs Certificate with the following Codes will be accepted - (National Industrial Classification – 2008)

Level	Description
Section - F	Construction
Division-43	Specialized Construction Activities
Group - 433	Building completion and finishing
Class- 4330	Building completion and finishing
Sub Class - 43303	Interior and exterior painting, glazing, plastering and decorating of buildings or civil engineering structures

- 2.4.2.3. **Average Annual Financial Turnover:** Average annual financial turnover duly attested by Chartered Accountant.
- 2.4.2.4. **Solvency Certificate:** Not Applicable.
- 2.4.2.5. **Work Order:** Work Order at par with the monetary limit and specification as mentioned under clause no. 2.4.1 above.

- 2.4.2.6. **Completion Certificate:** Completion certificate for similar work order as mentioned under clause no. 2.4.1 above.
- 2.4.2.7. **TDS Certificate:** TDS [Tax Deducted at Source] Certificate towards Tax deducted against similar work as mentioned under clause no. 2.4.1.
- 2.4.2.8. **PAN Card:** Scanned copy of PAN Card.
- 2.4.2.9. **GST Registration:** Scanned copy of GST Registration.
- 2.4.2.10. **PF Certificate:** Scanned copy of PF Certificate.
- 2.4.2.11. **Status of Firm:** Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- 2.4.2.12. **Details of Firm:** To be executed on Letter Head of Bidder as per **Form-1**.
- 2.4.2.13. **Specimen of Application:** To be executed on Letter Head of Bidder as per **Form-2**.
- 2.4.2.14. **Details of Finance Stability:** To be executed on Letter Head of Bidder as per **Form-3**.
- 2.4.2.15. **Format for Declaration:** To be executed on Letter Head of Bidder as per **Form-4** towards “an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation” and “A certificate by the bidder that they have not been banned/black-listed by any Government Agency”.
- 2.4.2.16. **Letter of Authority for submission of Bid:** Power of Attorney [duly accompanied by resolution of Board in case of company] authorizing for submission of bid in non-judicial stamp paper as per **Form-5**.
- 2.4.2.17. **Financial Standing:** Report of Financial Standing of bidder such as balance sheet, Profit and Loss Statement and auditor’s report for past three years.
- 2.4.2.18. **Undertaking in support of credentials:** Bidder should give an undertaking on Letter Head of Bidder duly stating that the documents submitted in support of credentials are genuine and DPA is at liberty to take any action against the bidder, if the said

documents are found to be non-genuine.

- 2.4.2.19. **Exception & Deviations:** To be executed on Letter Head of Bidder as per **Form-6**.
- 2.4.2.20. **Information regarding litigation:** Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount to be executed on Letter Head of Bidder as per **Form-7**.
- 2.4.2.21. **Similar Completed Works:** A statement showing similar completed works as defined in the Tender Documents during last 07 years as per **Form-8**.
- 2.4.2.22. **Sub-contracts:** A statement showing proposed sub- contracts and firms involved as per **Form-9 [Not Applicable]**.
- 2.4.2.23. **Existing/on-going works:** A statement showing existing commitments and on-going works as per **Form-10**.
- 2.4.2.24. **Bank Details for E-Payment Form:** To be executed on Letter Head of Bidder duly attested by respective Bank of the Bidder as per **Form-11**.
- 2.4.2.25. **Certificate/Undertaking:** To be executed on Letter Head of Bidder duly sealed by the authorised representative of the Bidder as per **Form-12**.
- 2.4.2.26. **Integrity Pact Form:** To be executed on Non judicial stamp paper of value Rs. 300/- duly sealed, signed by the authorized representative of the Bidder as per **Form-13**, for the Tender with estimated cost of Rs.50 lakhs or more.
- 2.4.2.27. Method of Execution & List of Equipment's, Machineries, Tools & Plants proposed for the project as per **Clause 6.8.2**.
- 2.5. **One Bid per Bidder:** Each bidder shall submit only one bid. A bidder who submits more than one Bid will be disqualified.
- 2.6. **Joint Venture: [Not Applicable to this work]**
- 2.7. **Site Visit:** The Bidder, at his own responsibility and risk is encouraged to visit and examine the routes and its surroundings and obtain all information that maybe necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be borne by the Bidder

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

2.9. Pre-Bid Meeting: As mentioned in the NIT.(Not Applicable)

A pre-bid meeting will be held in the Chamber of "Chief Operations Manager, Off-Shore Oil Terminal Department, 1st Floor, Jetty Office, Vadinar - 361010", to answer clarifications, if any, on the bid document. This meeting will be held on the date notified in the Notice Inviting Tender. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a bidder. Minutes of the meeting, including the text of the questions rose (without identifying the source of enquiry) and the responses given will be published in the e-tender portal as well as in Deendayal Port Authority official website as Addenda/corrigenda. Any modification to the bid documents as a result of the Pre-Bid Meeting shall be made exclusively through the issue of Addenda/corrigenda. The Addenda/corrigendum uploaded to site www.nprocure.com will be part of the Tender Documents.

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

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

2.11.1. Technical Bid:

2.11.1.1. Bid Security (EMD) and tender fee as stipulated in the NIT;

2.11.1.2. Qualification information in accordance to clause no.2.4.

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

2.11.3. Bid Prices

- 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.

- The bidder shall fill the rates in the respective item of the work described in the Bill of quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- All duties, taxes, and other levies payable (Excluding GST) 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.
- 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.

2.11.4. **Currencies of Bid and Payment**

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

2.12. Bid Validity:

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

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

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.

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

2.13. Bid Security (Earnest Money Deposit -EMD)

2.13.1. Earnest money Deposit (EMD) shall be ₹5,08,700.00 to be submitted in form of Bank Guarantee issued by any Nationalized /scheduled bank (Except Co-op bank) having branch at Gandhidham as per enclosed format) or in form of Insurance surety bond.as per format and condition in Form – 23A in Tender Document. 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. Such bidder shall upload in Technical proposal 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 as mentioned in Mention Above:

The EMD up to Rs.5 lakhs be payable either by Online/Digital transfer

Account No : 325310100002572

Branch : Vadinar.

IFSC Code : BKID0003253

Bank : Bank of India, Vadinar.

- EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (Except Co-operative Bank) only having branch at Vadinar/Jamnagar. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified.

2.1.1. 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.

2.1.2. EMD is refunded suo-motto without any application from the bidders.

2.1.3. The bid security of the successful bidder will be discharged after he has signed the agreement and furnished the required Performance Guarantee of 5%.

2.1.4. The Bid security may be forfeited, if

- a. The bidder withdraws the bid after bid opening during the period of bid validity.
- b. The bidder does not accept the correction of the Bid price, pursuant to Clause.

Or

- c. The successful bidder fails within the specified time limit to

- i. Sign the Agreement or
- ii. Furnish the required performance security.
- iii. In case the contractor fails to commence the work within stipulated time.

2.13.7. In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise 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 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 - 20), failing which the bid shall be considered non- responsive. Such bidders shall upload the scanned copy of valid certificate in Technical bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below"

Note:- The MSMEs Certificate with the following Codes will be accepted - (National Industrial Classification – 2008)

Level	Description
Section - F	Construction
Division- 43	Specialized Construction Activities
Group - 433	Building completion and finishing
Class- 4330	Building completion and finishing
Sub Class - 43303	Interior and exterior painting, glazing, plastering and decorating of buildings or civil engineering structures

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

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

2.4. Amendment of Bidding Documents:

- 2.4.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.
- 2.4.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 2.4.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

2.5. Submission of Bids:

Uploaded online only. Scanned, signed copies of all documents, receipt of tender fee, EMD as hard copies as per below submitted to within 7 days to jetty office, offshore oil terminal, vadinar 361010 devbhoomi dwarka, mob. 9879514129

- 2.5.1. 1(A) The bidder shall put Bid security document as per clause , hereof in one envelope and properly seal and mark as “Bid Security”. The bidder shall put documents mentioned in clause (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 seal “Financial Bid” as per Clause

(B) hereof, in separate envelope duly marking the envelope as “Financial Bid”. These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid and Financial Bid”.

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

- 2.5.3. The accompaniments to the tender documents described in the tender documents shall be scanned and submitted online along with Tender documents. However, original online Digital Receipt of EMD, Tender Fee towards Tender Fees, original documents on non-judicial stamp paper [letter of authority for submission of bid and Integrity Pact Form – if applicable] shall have to be forwarded subsequently so as to reach “Superintendent Engineer [Civil], Off-Shore Oil Terminal Department, AO Building, Jetty Office, Deendayal Port Authority, Vadinar – 361010” within seven (7) days from the date of opening of tender.
- 2.5.4. The envelopes shall bear (i) Name of work: _____; Bid reference No. _____; Name, Address, Contact Number and e-mail i.d. of the Bidder: _____.
- 2.5.5. The contractor can upload documents in the form of PDF format.
- 2.5.6. It is mandatory to upload scanned copies of all the documents stipulated in the clause no. 2.4.2, failing which the bid shall be rejected and treated as non-responsive.
- 2.5.7. However, additional documents required, if any for verification of the original documents, shall be submitted by the bidder, if required by Port. The same will be called for only through email provided by the bidder in the Form-1, no letters will be sent to bidder in this regard. The bidder shall submit the same through email within 7 days, if no response is received within the stipulated time period, the bid will be treated as non-responsive.
- 2.5.8. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
- 2.5.9. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as “0 [zero]”.

2.6. Deadline of submission of the Bids:

- 2.6.1. Bids must be received by the employer in online system at websites www.nprocure.com not later than the date and time mentioned in NIT.
- 2.6.2. At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at www.nprocure.com website will be treated as authentic tender

and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on www.nprocure.com websites shall prevail.

2.6.3. The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on www.nprocure.com in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

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

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

2.8. Modification and Withdrawal of Bids:

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

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

2.8.3. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in disqualify the party from bidding for any contract of DPA for a period of three [03] years from the date of notification.

2.9. Bid Opening:

2.9.1. On the due date and time, the employer will first open Technical bids of all bids received including modifications.

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

2.9.3. If any Bid contains any deviation from the Bid documents and/or if the same does not contain Bid security i.e., EMD [Bid Security

Declaration Form] and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

2.9.4. The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the www.nprocure.com and www.deendayalport.gov.in.

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

2.10. Clarification of Bids:

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

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

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

2.11. Examination of Bids and Determination of Responsiveness:

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

2.11.1.1. has been properly digitally signed,

2.11.1.2. meets the eligibility criteria defined

2.11.1.3. is accompanied by the required tender fee and EMD;

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

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

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

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

2.12. Correction of Errors

- 2.12.1. 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 unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 2.12.2. 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.

2.13. Evaluation and Comparison of Bids:

- 2.13.1. The employer will evaluate and compare only the Bids determined to be responsive.
- 2.13.2. In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 2.13.3. If in the opinion of the Chief Operations Manager, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

2.14. Issue of Letter of Acceptance:

- 2.14.1. The employer will award the work to the bidder whose bid has been evaluated to be techno-commercially responsive and the lowest evaluated bid subject to submission of agreement and performance security.
- 2.14.2. The employer, if so required, reserves the right to split the work and award the work in favour of more than one firm.

- 2.15. Employer's Right to reject any or all the Bids:** The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

2.16. Notification of Award and Signing of Agreement:

- 2.16.1. The Bidder who's Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile/email, confirmed by registered letter. In this letter [hereinafter and in the Conditions of Contract called the "Letter of Acceptance" (LOA) and issued by Chief Operations Manager] the contract amount, completion period of the work etc. will be mentioned in line with the tender conditions.
- 2.16.2. The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- 2.16.3. The Agreement will be signed by successful Bidder within 14 days of issue of the notification of award [Letter of Acceptance]. The agreement will incorporate all correspondence between the Employer and the successful bidder.

2.17. Contract Agreement:

- 2.17.1. The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 21 days from the date of issue of Letter of Acceptance.
- 2.17.2. The successful bidder will be required to execute an agreement at his expense on one Hundred Rupees [Rs.300/-] Non-Judicial Stamp Paper in the proper departmental format for the due and proper fulfilment of the contract within 21 days from the date of Letter of Acceptance.
- 2.17.3. Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Operations Manager's letter/fax/e-mail accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 2.17.4. The contract period shall be reckoned from the date of issue of work order to commence the work.
 - 2.17.4.1. The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value [at present Rs.300/-].
 - 2.17.4.2. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
 - 2.17.4.3. Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.

- 2.17.4.4. If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- 2.17.4.5. If the agreement is signed by a Partner/s Director/an authorized person of the firm, in such case, a certified true copy of the power of attorney/letter of authority given by the firm/company to the signatory of the Contractor firm is to be submitted.
- 2.17.4.6. The entire agreement should be in typewritten form / computer printed form.
- 2.17.4.7. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- 2.17.4.8. All corrections/additions made in the agreement are to be initialed.
- 2.17.4.9. After execution of agreement, the contractor shall provide 5 sets photo copy of complete agreement to Port at his cost.

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

2.19. Performance Security Deposit:

- 2.19.1. 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.
- 2.19.2. 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 Vadinar jamnagar, or Digital transfer or in form of Insurance surety bond.as per format and conditions in **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 14 days from completion of defect liability period and NOC from Geology and Mining Department.

- 2.19.3. Security Deposit/ Retention Money In addition to Performance Security (usually five percent), Contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/ interim payment to be withheld as Security Deposit/ retention money until final acceptance. The earnest money instead of being released may form part of the security deposit. The contractor may, at his option replace the retention amount with an unconditional BG from a bank acceptable to the procuring Entity at the following stages. (a.) After the amount reaches half the value of the limit of retention money and (b) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money shall be released on the issue of the Taking Over Certificates (TOCs) are issued in parts then in such proportions as the engineer may determine , having regard to the value of such part or section. The other half of the retention (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the works or final payment whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.
- 2.19.4. Failure of the successful Bidder to comply with the requirements of as per Clause shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.
- 2.19.5. **The performance security submitted in form Bank Guarantee or Insurance surety bond should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period**
- 2.19.6. Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.
- 2.19.7. The Bank Guarantee is required to be dispatched by the issuing bank directly to the employer by Registered AD Post.
- 2.19.8. The Port Trust may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 2.19.9. In case of submission of fraudulent documents regarding Bank Guarantee against Performance Security by the Bidder shall be

treated as major violation of the tender procedure and in such cases, blacklisting the firm for the next three years.

- 2.19.10. 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.

2.20. Advance Payment (Not Applicable)

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.

2.21. Conciliator (Not Applicable)

The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in **as per clause** of condition of contract. If the bidder disagrees with this proposal, the bidder should state in the bid.

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

- 2.22.1. Defines the following for the purpose of these provisions:

2.22.1.1. Code of Integrity for Public Procurement. Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

2.22.1.2. **“Corrupt Practice”:** making offers, solicitation or acceptance or bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or contract execution;

2.22.1.3. **“Fraudulent practice”:** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

2.22.1.4. **“Anti-competitive practice”:** any collusion, bid rigging or anti-

competitive arrangement, or any other practice coming under the purview of the competition Act, 2002, between two or more bidders, with or without the knowledge iv) of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- 2.22.1.5. **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract; v) vi) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- 2.22.1.6. **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

SECTION – 3: FORMS

Form – 1: Details of Firm

(To be executed on bidder's letter head)

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

Form – 2: Specimen of Application
(To be executed on bidder's letter head)

To

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

We, the undersigned, declare that:

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

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the form of tender]
Name: [insert complete name of person signing the form of tender]

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

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

Form – 3: Details of Financial Stability

(To be executed on bidder's letter head)

A. The average Annual Financial Turnover of the applicant in the last years ending 31st march 2024 of previous financial year as certified by Chartered Accountant (attach copies of audited accounts).

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

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

Note: The Financial Turnover shall be certified by chartered accountant.

Name of Applicant: _____

Represented by (Name & Capacity)

Date : _____

Place : _____

Form – 4: Format of Declaration
(To be executed on bidder's Letter Head)

To,

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

Sub: _____

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

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

Date : _____

Place: _____

Name of Applicant: _____
Represented by (Name & capacity) _____

Form – 5: Letter of Authority for submission of Bid

[to be executed Rs 300/-on non-judicial stamp paper]

To,

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

Dear Sir,

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

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

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

[Specimen signature]

Yours faithfully,

Signature:
Name & Designation:

Form – 6: Exception & Deviations

(To be executed on bidder's letter head)

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr. No.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

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

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

Dated on _day of, ____ [insert date of signing]

Form – 7: Information regarding Litigation

[to be executed on Letter Head of Bidder]

The information has to be submitted as per following format:

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

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

Dated on_____day of_____,_____ [insert date of signing]

Form – 8: Completed Similar works in last 07 Years

(To be executed on bidder's letter head)

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

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

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

Signature of the bidder with the seal

Form – 9: Proposed Sub-Contracts and Firms Involved

(To be executed on bidder's letter head)

{Not applicable to this work}

Total information to be submitted as per following format:

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

Signature of the bidder with the seal

Form – 10: Existing Commitments and on-going works

(To be executed on bidder's letter head)

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

Signature of the bidder with the seal

Form – 11: Bank Details for E-Payment

(To be executed on bidder's letter head)

- a. Name of Party :
- b. Account No. :
- c. Branch Name :
- d. Branch Station :
- e. IFSC code of the bank :
- f. Contact Number of Bank :
- g. Type of Account : Saving / Current
- h. MICR code :
- i. Accepted for : NEFT payment or RTGS payment

Declaration by the party:

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

Signature of the bidder with the seal

Form – 12: Certificate / Undertaking

(To be executed on bidder's letter head)

To,

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

Dear Sir,

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

Signature of the party with the seal

Form – 13: Integrity Pact
[To be executed on Non-Judicial Stamp Paper]

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. OOT/Civil/179/Renovationofquesthouse/2023\$PF1. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender

process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

Section 3 - Disqualification from tender process and exclusion from future contracts.

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors

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

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

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

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

Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

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

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

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

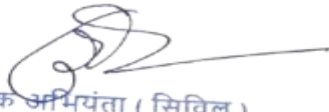
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact as specified above, unless it is discharged / determined Chairperson of the Principal.

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

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.


અધીક્ષક અભિયંતા (સિવિલ)
અપતટ તેલ ટર્મિનલ વિભાગ
દીનદયાલ પતન પ્રાધિકરણ

(For & on behalf of the Principal)

(Office Seal)

(For & on behalf of the
Bidder/Contractor)
(Office Seal)

Place : Vadinar
Date : 29/01 /2026

Witness-1:
(Name & Address)

Witness-2 :
(Name & Address)

JE Gr -I
Shri H.P. Lakhadhir
Dendeyal port Authority
Vadinar.


H.P. Lakhadhir

Form – 14: Specimen Letter of Authority from Bank for all BGs
(To be executed on Bank's letter head)

To,

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

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

Sir,

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

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

Seal, Name & signature of Bank Officer

Form – 15: Letter of Acceptance

No. OOT/_____/_____

Date: _____

To: _____
(Name & address of contractor)

Sub: _____
Ref: Your bid dated_____and list of correspondence with the

bidders. Dear Sir,

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

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

Detailed Work Order will
follow. Please acknowledge
receipt.

Yours faithfully,

Authorized signatory
Name and title of signatory
Deendayal Port Authority

Form – 16: Bank Guarantee for 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 instructions indicated)

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

shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the Board against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in Jamnagar/Vadinar 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:
 - (i) Our liability under this Bank Guarantee shall not exceed Rs.__(Rupees __).
 - (ii) This Bank Guarantee shall be valid up to____;and
 - (iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_(date of expiry of guarantee).

For (Name of Bank)

Signature Date__day of_____202_____

Form – 17: Work Order

No. OOT/_____/_____

Date: _____

To: _____
(Name & address of contractor)

Sub: _____

Ref: Letter of Acceptance No. _____ dated _____

Sir,

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

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

Thanking you,

Yours faithfully,

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

Form – 18: Final Acceptance Letter

[on non-judicial stamp paper to be provided by the party – letter will be issued by DPA]

No. OOT/_____/_____

Date: _____

To: _____
(Name & address of contractor)

Sub: _____

Sir,

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

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

Yours faithfully,

Chief Operations Manager,
Deendayal Port Authority,
OOT, Vadinar

Form – 19: Agreement

This agreement made this _____ Day of _____ between the Board of Deendayal port Authority, a body corporate under Major Port Authorities Act 2021, having which Administrative Office building at Gandhidham(Kutch).

(Herein after called the “Board” which expression shall unless excluded by repugnant to the context be deemed to include theirs successors in office) of the one part and _____(herein after called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executors, Administrators, Representatives and assigns or successors in office) of the other part.

WHEREAS the Board is desirous of carrying out the of _____And whereas the Contractor has offered to execute and complete such work at a total cost of Rs._____.

And WHEREAS the Contractor has agreed to deposite the Performance Security deposit as follows for due fulfilment of all the conditions of the contract:

(a) Rs.____paid in the form of Digital Transfer /FDR / Bank guarantee or Digital payment/Insurance surety Bond. towards 5% of Contract value as Performance Guarantee. Additional 5% to be recovered from running bills in the form of Retention Money.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
 - a. Notice Inviting Tender
 - b. Technical Specifications.
 - c. Special condition of contract.
 - d. Tender submitted by the contractor.
 - e. Any correspondence made between the Superintendent Engineer and the Contractor after opening the Cover -1– as regards to contain clarifications/ details called for vice versa.
 - f. Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. "Cover- !"
 - g. Bank Guarantee for Security deposit.
3. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provision of the contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of :

M/s. _____

(Name, signature Designation and Seal of the Contractor)

WITNESS

1. _____

2. _____

Contractor

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

Chief operations Manager
DEENDAYAL PORT AUTHORITY.

Witness : (Name, Signature, address)

1. _____

2. _____

The common seal of the Board of Authority of the Port of Deendayal has
affixed:

SECRETARY
DEENDAYAL PORT AUTHORITY

Form – 20 FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

(On Bidders Letter head)
Bid Security Declaration Form

Date_____: Tender No. _____

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

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three 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)

SECTION – 4:

CONDITION OF CONTRACT

A. General

4.1. Definitions

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

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

Compensation Events are those defined in Clause 4.46.

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 4.56.

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 4.2.3 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 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.

Board – Board of Authority of the Port of Deendayal, a body corporate under the Major Port Trust Act, 1963, amended to Major Port Authorities Act, 2021 and as amended from time to time.

Chairman means the Chairman of the Board of Authority of the Port of Deendayal.

4.2. Interpretation

- 4.2.1. 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 instructions clarifying queries about the Conditions of Contract.
- 4.2.2. 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).
- 4.2.3. 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. Drawings
 - 7. Bill of quantities and

8. Any other documents listed in the Contract Data as forming part of the Contract.

4.3. Language and Law

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

4.4. Jurisdiction of Court :

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Devbhumi Dwarka.

4.5. Nodal Officer or his nominee's Decisions

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.

4.6. Delegation

The Nodal officer or his nominee may delegate any of the duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

4.7. Communications

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

4.8. Joint Venture [Not Applicable]

4.9. Subcontracting [Not Applicable]

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.

4.10. Other Contractor [Not Applicable]

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 referred 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.

4.11. Personnel

- 4.11.1. The Contractor shall employ the qualified personnel 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.
- 4.11.2. 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.

4.12. Employer's and Contractor's Risks

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.

4.13. Employers Risks

- 4.13.1. 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 traveling 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.
- (b) 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;
- (c) 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
- (d) 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.

4.14. Contractor's risks

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.

4.15. Insurance

4.15.1. 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 Contractors risks.
- 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.

- 4.15.2. 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.
- 4.15.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect 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.
- 4.15.4. Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.
- 4.15.5. Both parties shall comply with all conditions of the insurance policies.

4.16. Site Investigation Reports

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.

4.17. Queries about the Contract Data

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

4.18. Contractor to Construct the Works

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

4.19. The Works to Be Completed by the Intended Completion Date

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.

4.20. Approval by the Nodal Officer or his nominee

- 4.20.1. 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.

- 4.20.2. The Contractor shall be responsible for design of Temporary Works.
- 4.20.3. The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 4.20.4. NIL
- 4.20.5. 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.

4.21. Safety

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

4.22. Discoveries

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.

4.23. Possession of the Site [Not Applicable]

At present Guest house is in running condition, which has to be extended and renovated, therefore, The Employer shall not give possession of all guest house building at a time to the Contractor. No claim dispute will be entertained on this account.

4.24. Access to the Site

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.

4.25. Instructions

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.

4.26. Disputes [Not Applicable]

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.

4.27. Settlement of Disputes [Not Applicable]

4.27.1. 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 Rs.5 crores and above, and for contracts valuing less than Rs. 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.

4.27.2. 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.

4.28. Arbitration Clause

- 4.28.1.** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- 4.28.2.** It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
- 4.28.3.** The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- 4.28.4.** It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- 4.28.5.** It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration . However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- 4.28.6.** It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

- 4.28.7.** It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims /disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- 4.28.8.** It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute /claim referred to him .The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- 4.28.9.** The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 4.28.10.** The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award .
- 4.28.11.** Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- a. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
 - b. It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
 - c. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

B. TIME CONTROL

4.29. Program

- 4.29.1. 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.

- 4.29.2. An update of the program shall be a program showing the actual progress achieved on the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 4.29.3. The contractor shall submit to the Nodal Officer or his nominees, 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. 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.
- 4.29.4. 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.

4.30. Extension of the intended completion date

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. 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 assessing the new intended completion date.

4.31. The Early Warning Provisions shall be as per clause.

4.32. Delays Ordered by the Nodal Officer or his nominee

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

4.33. Management Meeting

- 4.33.1. 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.

- 4.33.2. 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 state in writing to all attended the meeting.

4.34. Early warning

- 4.34.1. 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 estimates are to be provided by the contractor as soon as reasonably possible.
- 4.34.2. 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.
- 4.34.3. Defect Liability period for the contract shall be 12 months from the date of completion of work.

C. QUALITY CONTROL

4.35. Identify Defects

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.

4.36. Tests

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, Contractor shall pay for the test and any samples.

4.37. Correction of Defects

- 4.37.1. The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 4.37.2. 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.

4.38. Uncorrected Defects

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

4.39. Bill of Quantities

- 4.39.1. The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.
- 4.39.2. 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.

4.40. Changes in the Quantities

- 4.40.1. 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, in accordance with Clause 4.42.
- 4.40.2. 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.
- 4.40.3. If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is / are 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.

4.41. Variations

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

4.42. Payment for Variations

- 4.42.1. Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price, within 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.
- 4.42.2. 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:
 - a. Rates and prices in Contract, if applicable plus escalation as per contract.
 - b. Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
 - c. Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.
- 4.42.3. For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:
 - a. Rates and prices in contract, if reasonable plus escalation, failing which (b) and (c) below will apply
 - b. Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
 - c. Market rates of material and labour, hire charges of plant and machinery used plus 10% for overheads and profits of contractor.
- 4.42.4. If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

4.43. Cash flow forecasts

When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

4.44. Payment Certificates

- 4.44.1. 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.
- 4.44.2. 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 4.53 of the Contract Data (Secured Advance).
- 4.44.3. The value of work executed shall be determined by the Nodal Officer or his nominee.
- 4.44.4. The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 4.44.5. The value of work executed shall include the valuation of variations and Compensation Events.
- 4.44.6. 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.

4.45. Payments

- 4.45.1. Bills / Tax invoice shall be prepared and submitted by the Contractor. Joint measurements shall be taken continuously and need not be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Engineer or his nominee, and signed by both Contractor and Employer shall be followed.
- 4.45.2. Interim of bill amount will be paid within 14 days of submission of the bill.
- 4.45.3. Contractor shall submit final Bill within 60 days from the date of completion of work and the same will be paid by the Port within 30 days from the date of submission

- 4.45.4. The payment will be made to the contractor after deducting any dues payable to the Port statutory authorities etc.
- 4.45.5. If an amount certified is increased in a later certificate as a result of an award by the DRB 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.
- 4.45.6.** 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.

4.46. Compensation Events [Not Applicable]

- 4.46.1. 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 Date.
 - (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
 - (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
 - (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from 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 Date or mentioned in the contract.
 - (m) Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.
- 4.46.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 4.46.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

4.47. Tax [Not Applicable]

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

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

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

4.48. Currencies

- 4.48.1. All payments shall be made in Indian Rupees unless specifically mentioned.

4.49. Price Adjustment [Not Applicable]

- 4.49.1. 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.

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 accordance with the following formula:

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

Where,

V = Variation in price on account of Labour/ Diesel/ Cement/ Steel/ All Commodities during the month under consideration.

P_o = Market rate of Diesel/ Cement/ Steel/ All Commodities on the date of opening of technical bid. (Consumer Price Index for Labour).

P = Market rate of Diesel/ Cement/ Steel/ All Commodities during the month under consideration. (Consumer Price

Index for Labour).

Q = Percentage of Labour/ Diesel/ Cement/ Steel/ All Commodities.

R = Value of work done during the month under consideration.

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

	Labour	Diesel	Cement	Steel	All Commodities
Q(%)	25%	10%	5%	50%	10%
P	All India Consumer Price Index for Industrial Workers for the month under consideration as published in the RBI Bulletin /Indian Labour Journal Base 2001 = 100).	Retail Price of HSD received at Kandla by M/s. IOCL for the month under consideration	Wholesale Price Index for Cement for the month under consideration as published in RBI Bulletin/Indian Labour Journal (Base 2011-12 = 100)	Wholesale Price Index for Steel for the month under consideration as published in RBI Bulletin/Indian Labour Journal (Base 2011-12 = 100)	Wholesale Price Index for All Commodities for the month under consideration as published in RBI Bulletin/Indian Labour Journal (Base 2011-12 = 100)
Po	All India Consumer Price Index for Industrial Workers as prevalent in the month in which bids are opened & as published in the RBI Bulletin /Indian Labour Journal Base 2001 = 100).	Retail Price of HSD received at Kandla by M/s. IOCL as on the date of opening of Bids.	Wholesale Price Index for Cement ruling in the month in which the Bids are opened and as published in RBI Bulletin/Indian Labour Journal (Base 2011-12 = 100)	Wholesale Price Index for Steel ruling in the month in which the Bids are opened and as published in RBI Bulletin/Indian Labour Journal (Base 2011-12 = 100)	Wholesale Price Index for All Commodities ruling in the month in which the Bids are opened and as published in RBI Bulletin/Indian Labour Journal (Base 2011-12 = 100)

4.49.2. NIL

4.49.3. 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.

SUBSEQUENT LEGISLATION

If, after the date 28(Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the employer and the contractor be determined by the nodal officer or his nominee and shall be added to or deducted from the contract price and

the nodal officer or his nominee shall notify the contractor accordingly with a copy to the employer.

4.50. Retention money

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.

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 as per clause

4.51. Liquidated damages

4.51.1. 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 Employer if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion 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 4.51.1.
- ii. The Employer, 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 Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- iv. In the event of such termination of the contract as described in clauses 4.51.1(ii) or 4.51.1(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.

4.52. Incentives or Bonus [Not Applicable]

For early completion of the contract before the stipulated date of completion of an incentive amount at the rate of half percent (1/2%) of the contract price per full week of early completion, subject to a maximum of ten percent (10%) 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.

4.53. Advance payment [Not Applicable]

4.53.1. Mobilization Advance[Not Applicable]

- a. The Mobilization advance shall not be sanctioned in less than two installments. The second installment is sanctioned only after proper utilization of advance disbursed in first phase and a certification to this effect by E-I-C.
- b. The advance shall be limited to 10% of tendered amount.
- c. Interest free advance shall not be granted. Rate of Interest shall be SBI Lending Rate + 2%.
- d. The mobilization advance shall be released only after obtaining a bank Guarantee bond from a nationalized bank for 110 % (as per latest cvc directions) of amount of advance to be released and valid for the contract period. This shall

be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest.

- e. The original bank guarantee should be received by KPT directly from the issuing authority by Registered Post [AD]. However, in exceptional cases, where the guarantee is handed over to the customer for any genuine reasons, the branch should immediately send by Registered Post [AD] an unstamped by the E-I-C.
- f. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.
- g. It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- h. The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed. However, the interest recovery shall be effected immediately from the 1st release of payments towards execution of the work.
- i. If the contractor fails to achieve the targeted progress at the end of 50% of time period the mobilization advance may be recovered by encashing the bank guarantee, provided no hindrance/delay was caused by the department.

4.53.2. Secured Advance[Not Applicable]

The contractor, on signing an indenture in the form to be specified by the engineer in charge shall be entitled to be paid during progress of the execution of the work 75% of the estimated value of any materials which are in the opinion of the Engineer-in-Charge are non-perishable and are in accordance with the contract and admissible under the rules and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works, when materials on account of which an advance has been made under this clause are incorporated in the work, the amount of such advance shall be deducted from running account bills. However, no secured advance shall be payable on crushed stone metal aggregates, sand, murrum, etc.

4.54. Performance Securities

- 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 conditions in Form 8 A within (21 days in case of domestic 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 14 days from completion of defect liability period and NOC from Geology and Mining Department.
- Security Deposit/ Retention Money In addition to Performance Security (usually five percent), Contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/ interim payment to be withheld as Security Deposit/ retention money until final acceptance. The earnest money instead of being released may form part of the security deposit. The contractor may, at his option replace the retention amount with an unconditional BG from a bank acceptable to the procuring Entity at the following stages.
 - a) After the amount reaches half the value of the limit of retention money and
 - b) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money shall be released on the issue of the Taking Over Certificates (TOCs) are issued in parts then in such proportions as the engineer may determine , having regard to the value

of such part or section. The other half of the retention (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the works or final payment whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

- Failure of the successful Bidder to comply with the requirements of Sub-Clause shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.
- 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.
- **The performance security submitted in form Bank Guarantee or Insurance surety bond should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.**

4.55. Cost of Repairs

Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defect's correction period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

4.56. Completion

After completion of the work, 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".

4.57. Taking over

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.

4.58. Final Account

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.

4.59. Termination

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

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

- a. The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
- b. The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- c. The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.

- d. A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
- e. The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- f. The contractor does not maintain a security which is required.
- g. The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- h. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders [prior to or after bid submission] designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

- 4.59.3. When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub- Clause. 4.59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.
- 4.59.4. Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.
- 4.59.5. If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

4.60. Payment upon Termination

- 4.60.1. 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. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.
- 4.60.2. 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 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.

4.61. Property

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.

4.62. Release from Performance

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.

4.63. Force Majeure

- a. Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of force majeure (FM) Delays in performance of contractual obligation under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

F. SPECIAL CONDITION 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 to 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.

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:

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, travelling 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.

3. All the royalties of the materials, quarry fees, octroi, charges, sales tax etc. are payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges.
4. On completion of work, a copy of the final bill letter intimating the quantities of quarried material consumed by the contractor concerned in the work shall be furnished to the Geologist, Department of Geology & Mines, GOG, Khambhalia/Jamnagar/Morbi/Bhuj/Rajkot with the specific intimation to furnish the details of outstanding against the concerned contractor on account of payment of royalty if any. Also, the contractor shall submit the NoC from Department of Geology for the material used in the work, only on receipt of the NoC, the final bill and security deposit shall be made to the contractor.
5. The tenderers are expected to have full knowledge of the site of work and local working condition in the Port before submitting the tenders. The Port is basically an operational area dealing mainly with handling liquid products at Vadinar. The Nodal Officer or his nominee will give to the Contractor possession of so much of the site as in the opinion of Nodal Officer or his nominee may be required to enable the Contractor to proceed with the construction without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the starting of work.

No claim / disputes what-so-ever for handing over the site of work late, for starting the work shall be entertained. If the contractor suffers any delay the Nodal Officer or his nominee may grant at his discretion an extension of time for completion of work. However, no claim / disputes etc. arising out of extension of time so granted shall be entertained. The contractor while filling up their rates in the tender should consider the above aspects unfailingly.

6. **Post Tender Modification:** The Tenderers are not expected to make any post tender modification. Hence, the tenderers should not make

any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers 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.

- 7.** To the limited extent and availability that can conveniently be spared by the Board from time-to-time electric power for lighting and operation of the plant of the contractor can be had from the Board as per Rules & Regulations in force from time to time. The contractor shall draw his needs thereafter at own expenses in the manner approved by the Nodal Officer or his nominee. The Board will recover charges of electricity current consumed by the contraction supplied through Port together with meter rents at the rates fixed by the Board from time to time. The electricity to be paid on these charges shall be borne by the Contractor. Nothing extra shall be account. The electric supply is subject to Board's rules and regulations and convenience as regards shut down for repairs and overhauls of Board's electric system. The contractor shall not claim any damages for stoppages or shortages in current supply for any reasons whatsoever. The contractor has also to install his own generator etc. at his own cost and risk to meet with his full requirement of electric power.
- 8.** The contractor shall have to make good all damages done by him to structure nearby while executing the work and no extra payment shall be made to him on that account.
- 9.** A Site Order book is to be maintained by the contractor at the site of work. Order 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 promptly in the order book as a token of having seen the same. The order book shall be the property of the board and shall be handed over to the Nodal Officer or his nominee of the work in good condition on the completion of the work or whenever required by the Nodal Officer or his nominee.
- 10.** For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for this purpose and before handing over the site on completion of the work, the contractor has to dismantle all these

temporary structures erected by him. Completion certificate will be issued only after compliance of above aspects.

- 11.** Residential Accommodation for contractor's technical and supervisory staff, Quarters in Port Colony at Vadinar can be allotted on leave and license basis by the Port Trust, subject to availability and at Board's prescribed rental charges. These rates shall be subject to revision from time to time.
- 12.** All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, tides or any other reasons. The contractor shall hand over at the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.
- 13.** The contractor shall get registered under the Building and Other Construction Workers Act, 1996 (BOCW Act) within a month of issue of work order and a copy of the same be submitted to the office.
- 14.** The payment of 2nd RA 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 to concerned authority is submitted for the previous bill. The bidders shall consider the same while bidding, no payment will be made by the Port in this regard.

15. Drawing

- a) The drawings enclosed with the tender documents to provide some idea of the job are preliminary for tender purpose only and are by no means complete and final, and do not show the full range of the work under the scope of the contract. Work shall be carried out only on the basis of drawings marked "Released for Construction" with addition, alteration and modifications made to aforesaid drawings from time to time and also according to other drawings that would be supplied to the Contractor from time to time during execution of work and no dispute on this account shall be entertained.
- b) In all cases where drawings are specified or required to be supplied by the Contractor for the approval of the Engineer for

any work included in his contract any alteration to such drawings to satisfy the Engineer's requirement shall be made by the Contractor at no extra cost.

16. Night and Holiday Work: The contractor shall be allowed to execute the work round the clock on all days except for declared closed holidays by the Port.

17. Watching & Lighting: The contractor shall in connection with the works, provide and maintain at his own expenses, all lights, guards, fencing and watching whether on shore or afloat when and when necessary or as required by the Nodal Officer or his nominee or by any Competent Statutory or other authority for preparation of works or for the safety and convenience of the public or others.

18. Returns & Reports

a. Detailed CPM Schedule: The Contractor shall furnish to the Engineer within ten days from the date of issue of Acceptance Letter with a detailed CPM Schedule, to be based on his preliminary CPM Schedule supplied with the tender and approved by the Engineer showing in an approved from the

- i. estimated dates of commencement and completion of the several parts of the work, including anticipated dates for delivery, erection etc. of the various sections of the works for this contract. The detailed CPM Schedule shall be updated by the contractor every sixty days and four copies of these shall be supplied expeditiously to the Engineer for his information.
- ii. The submission to and approval of the Engineer of detailed CPM Schedule shall not relieve the Contractor of any of his duties or responsibilities under the contract. The Engineer shall be entitled to direct at what point or points and in what manner the work shall be commenced and carried on from time to time.

b. Progress Report: The Contractor shall submit the progress report to the engineer on every day & first day of each week or such longer period as the Engineer may from time to time direct, a progress report for the preceding period showing upto date progress and progress during the previous period on all important items of each section or portion of works, in

relation to and in consideration of his detailed CPM schedule.

- c. Programme & Diagrams:** The contractor shall furnish to the Engineer within one month from the date of order to commence work, detailed program and diagram showing in an approved form the estimated details of commencement and completion of the several parts of the temporary and permanent works, and including anticipated dates and arrangements for delivery, erection, etc., of materials for the various sections of the works, also in relation to and in a form commensurate with the detail **CPM** Schedule governing the execution of the contract.
- d. Progress Photographs:** The contractor at his own cost shall supply to the Engineer digital copies of photographs of works in progress as directed by the Engineer from time to time. The USB drive/DVD/CD/MICRO SD CARD of the photographs shall become the property of the Port Trust. No digital copies of the photographs may be supplied to any person or persons in any format without the permission of the Engineer.
- e. Video Films:** The contractor shall make arrangement at his own cost for shooting video of the work in progress. Video taken during the progress of work shall be shown to the Engineer from time to time. At the end of the contract, the VCD/DVD shall be edited to make a video recording. The USB drive/DVD/CD/MICRO SD CARD of the Video graphy shall become the property of the Port Trust. No digital copies of the Video graphy may be supplied to any person or persons in any format without the permission of the Engineer.

19. Clearance of Site on Completion: On the completion of the works the Contractor shall clear away and remove from site as required all temporary works of every kind, constructional plants and also all surplus materials dismantled or otherwise, earth and rubbish and leave the whole site and works clean and in a workmanlike condition to the satisfaction of the Engineer/Engineer-in-charge or the Representative.

- a) The Contractor should understand that all debris, surplus earth and other materials will be considered in dismantling or otherwise for the construction of the works will be

considered as property of the Board and will be disposed-off to the best advantage of the board at contractor's cost to the places fixed by the Engineer-in-charge.

- b) The Contractor shall clear the site prior to issuance of Completion Certificate. Site clearance means clearing of work site, site office, labour camps and any other structure constructed/erected by the contractor.

SECTION – 5

CONTRACT DATA

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

Items marked N/A do not apply in this Contract.

Sl. No.	Description	Reference Cl. No.												
1	The following documents are also part of the Contract													
	The Schedule of other contractors	NA												
	<div>The Schedule of Key personnel<table><tr><td>Site Incharge</td><td>1 No</td><td>Qualification: B. Tech Civil Eng. Exp.: Min 5 years'</td><td>Till project completion</td></tr><tr><td>Site Engineers</td><td>1 No</td><td>Qualification: B. Tech Civil Eng. Exp.: Min 3 years'</td><td>Till project completion</td></tr><tr><td>Architect</td><td>1 No</td><td>Qualification: B. Arch Exp.: Min 5 years</td><td>As when required as per the instruction EIC.</td></tr></table><p>The key personnel shall be deployed from the date of commencement of work. In case of non-compliance, penalty of Rs. 5,000/- per month per person shall be recovered.</p></div>	Site Incharge	1 No	Qualification: B. Tech Civil Eng. Exp.: Min 5 years'	Till project completion	Site Engineers	1 No	Qualification: B. Tech Civil Eng. Exp.: Min 3 years'	Till project completion	Architect	1 No	Qualification: B. Arch Exp.: Min 5 years	As when required as per the instruction EIC.	4.11
Site Incharge	1 No	Qualification: B. Tech Civil Eng. Exp.: Min 5 years'	Till project completion											
Site Engineers	1 No	Qualification: B. Tech Civil Eng. Exp.: Min 3 years'	Till project completion											
Architect	1 No	Qualification: B. Arch Exp.: Min 5 years	As when required as per the instruction EIC.											
2	The above insertions should correspond to the information provided in the Invitation of Bids.													
3	The Employer is Chairman	(1)												
	Deendayal Port Authority, Gandhidham, Kutch.													
	Name of Authorized Representative:													
	Name: Chairman, Deendayal Port Authority, Gandhidham, Kutch.													
4	The Engineer is													
	Name: Chief Operations Manager, Deendayal Port Authority													

	Name of Nominee/ Nodal Officer is	
	Name: Superintendent Engineer (Civil) Offshore Oil Terminal Dept., Vadinar	
5	The name and identification number of the Contract is	
	Name of Contract: - Renovation and Extension of Guest House at Port Colony, OOT Vadinar	(1)
6	The works consist of «Name_of_work»	(1)
7	The start date shall be within 30 days of issue of Work order.	Conditions of contract A-General 1.Definitions
8	The Contract price is the price stated in the letter of acceptance. However, payment will be made as per actual work done accordance with the contract provisions.	1.Definitions
9	The Intended completion Date for the whole of the Work is 12 months	
12	The Contractor shall submit a Program for the Works within 15 days of delivery of the Work order.	
13	The site possession date: The site will be handed over within 15 days of issue of Work order	
15	The Defects Liability Period is 12 months	
16	The minimum insurance cover for physical property, injury and death is Rs. 20,00,000/- (Rupees Twenty 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.	
21	The language of the Contract documents is English.	
22	The law, which applies to the Contract, is the law of Union of India.	
23	The currency of the Contract is Indian Rupees.	
24	Fees and types of reimbursable expenses to be paid to the Dispute Review Board As per actuals and equally shared by both the parties.	4.27
25	The Dispute Review Board shall be constituted after signing of the agreement on mutually agreed terms. (Appendix 1).	4.27

SECTION – 6: PRICE BID

Price Bid / Bill of Quantities Separate Sheet attached

Section – 7: Drawing

Attached

SECTION – 8:

TECHNICAL SPECIFICATIONS

8.1. Work

- 8.1.1. Work is to be carried out as per detailed specification laid down in IS specification. MOST specification for road works, Latest IRC standard, and CPWD manual however the provisions made in contract documents and KPT SOR shall prevail.
- 8.1.2. In case of items where no specifications is defined under IS, MOST or CPWD manual or KPT SOR or tender document superior quality of material available in market shall be applicable.
- 8.1.3. Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal of other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.

8.2. MATERIAL

- 8.2.1. All materials used in the works shall be of the best quality of their respective kinds, obtained from sources and suppliers approved by the Engineer-In-Charge and shall conform to the latest issues of relevant Indian Standards/MORT specifications. Any materials not fully specified and for which no relevant Indian Standard may be available shall be the best of its kind and as approved by the Engineer-In-Charge.
- 8.2.2. Samples of all materials to be used for the works shall be got approved from Engineer-In-Charge before these are brought to site.
- 8.2.3. While submitting the samples for approval the Contractor shall supply information regarding the name of the manufacturer and manufacturer's specifications.
- 8.2.4. No material shall be used in the works without prior approval of the Engineer-In-Charge.
- 8.2.5. All materials brought to site shall be stored and protected in such a manner that these remain in perfect condition until these are to be used in the works. Storage, protection and handling of material shall be as per relevant Indian Standards and where such standards are not available; it shall be as per instructions of Engineer-In-Charge.
- 8.2.6. The Contractor shall maintain complete record of all materials received on the site or in stores and working area and shall make copies of such records available to the Engineer-In-Charge.

- 8.2.7. All materials rejected by Engineer-In-Charge shall be removed from the site immediately and shall be replaced by the Contractor at his own cost.

8.3. Sampling and Testing:

All materials used in the works shall be subjected to inspection and test. Samples of all materials proposed to be employed in the permanent works shall be submitted to the Employer for approval before they are brought to the site. A quality assurance plan should be submitted by the contractor for the approval of Engineer-in-Charge. Cost of all samples and tests, whether at the manufacturer's premises, at sources, at site or at any testing laboratory or institution as directed by the Employer shall be deemed to be included in the rates quoted in the Bill of quantities and no extra payment whatsoever shall be made on this account.

8.3.1. Third Party Inspection (TPI) Clause:

Contractor engaged the Third-Party Inspection Agency for quality assurance separately. The contractor must 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 Contractor as per selection by EIC/ Superintendent engineer (Civil) & the cost TPI shall be borne by Contractor. 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.

8.3.2. Water:

- a. Contractor shall make necessary arrangements. Clean fresh water only shall be used for mixing all concrete, grout and mortar. The water shall be free from any deleterious matter in solution or in suspension and be obtained from an approved source. The quality of water shall conform to IS: 456. The contractor shall make adequate arrangements to deliver and store sufficient water at the works for use.
- b. The contractor shall take the water connection, if water is available from the Port Trust. All charges for the taking of the water paid by the contractor accordance with DPA rules.

8.3.3. Reinforcement Steel:

1. The reinforcement steel bars shall be TMT having tensile strength of Fe 500/500D N/sq.mm conforming IS: 1786. The reinforcement shall be purchased from manufacturer or distributor of M/s. Steel Authority of India Limited (SAIL)/ M/s. Tata Iron & Steel Company (TISCO) / Rashtriya Ispat Nigam Ltd. (RINL). In case the material not available with the manufacturer/ authorized distributors of SAIL/TISCO/RINL, **the employer may permit to use reinforcement steel manufactured by others.**

2. The reinforcement binding wire shall conform to IS: 280 "Mild Steel Wire for General Engineering Purpose", with size 1 mm or more.
3. Each consignment of Reinforcement brought at site shall be accompanied by a Manufacturer's Batch test certificate.
4. Reinforcement bars shall be stored on site on timber or concrete supports, suitable space and of sufficient height to keep steel clear of the ground. The reinforcement shall be stored separately size wise.
5. The testing shall be carried out as per Approved Quality Assurance Plan. The cost of all above tests on Reinforcement shall be deemed to be included in the rates entered in the Bill of Quantities of related items of the work.
6. The contractor shall procure the steel reinforcement confirming relevant Indian standard of various diameters holding license to use ISI Certification for their product from manufacturer/ supplier/dealer. In any circumstances, steel reinforcement produced by re-rolling mills shall not be allowed to use in the work.
7. Every delivery of Steel reinforcement shall be accompanied by a manufacturer's test certificate conforming that the supplied Steel reinforcement conforms to relevant specifications.
8. For verifications of such purchase all the bills of manufacturer/ supplier/dealer will have to be furnished to the Nodal officer or his nominee.
9. The contractor shall have to procure the steel reinforcement of various sizes/diameters as per the working drawings, which shall be supplied only during execution of the work. No claims/disputes arising about details of steel reinforcement so provided shall be entertained
10. In case, if particular size(s) of steel reinforcement is not available with the approved manufacturers, the contractors shall have to intimate the Nodal officer or his nominee in writing along with documentary proof in this regard. Nodal officer or his nominee, at his discretion, may allow to use alternate diameter of reinforcement bars provided that no claims/disputes arising out in respect of payment for difference in rate of steel shall be entertained.
11. Nodal officer or his nominee shall be at liberty to carry out independent testing of steel reinforcement at his discretion from any of Government Approved laboratory as per relevant I.S. specifications before use. The contractor shall make all the necessary arrangements for same and all the charges shall be borne by the contractor.

12. The contractor shall procure the steel reinforcement bars of standard length as per relevant I.S.
13. Steel reinforcement which remaining unused shall not be removed from site without the permission of the Nodal officer or his nominee.
14. Payment for steel reinforcement shall be made on the basis of lengths of bars actually placed & measured in the work multiplied by the standard weight per unit length as given in the relevant IS code. The rates shall include for cutting & wastage, straightening, short & long length & weight tolerance as per relevant IS codes & placing in position. Authorized laps, shall be measured and paid.

8.3.4. **Structural Steel:**

- a. The structural steel shall be purchased from the manufacturer or authorized distributors of M/s. Steel Authority of India Limited (SAIL)/ M/s. Tata Iron & Steel company (TISCO) / Rashtriya Ispat Nigam Ltd.(RINL). In case the material not available with the manufacturer/ authorized distributors of SAIL/TISCO/RINL, the employer may permit to use structural steel manufactured by others.
- b. Structural steel used in the works, other than steel in reinforced concrete and rails and fastenings shall comply with IS: 226 “Structural steel (standard quality)” or IS 2062 “Structural steel (Fusion welding quality)”.
- c. The structural steel shall be stored on site on timber or concrete supports suitably spaced and of sufficient height to keep steel clear of the ground. The steel shall be stored separately section-wise. The steel shall be stored in such a way as to avoid and prevent corrosion.
- d. The testing shall be carried out as per approved quality assurance plan. The cost of all tests on structural steel shall be deemed to be included in the quoted rates.

8.4. **Special Condition in Respect of Cement**

1. The contractor shall procure the cement conforming to relevant Indian Standard of approved brands of reputed manufactures listed at Annexure – license to use ISI certification mark for their product. & as per approval of DPA.
2. For verification of such purchase all the bills of manufacturer/supplier/dealer will have to be furnished to the Engineer in charge.
3. Supply of cement shall be taken in 50 Kg bags bearing manufacturers name, his registered trade mark, date of manufacture, batch number and ISI marking.

4. Every consignment of cement must have identification marks on packages indicating date of manufacture and grade and type of cement. Cement brought to works shall not be more than 6 weeks old from the date of manufacture.
5. Every delivery of cement shall be accompanied by a manufacturers test certificate confirming that the supplied cement conforms to relevant specifications.
6. Engineer in charge shall be at his liberty to carry out testing of cement at his discretion from Port laboratory as per IS 269-1989 before use. The contractor shall make all the necessary arrangements for same all charges towards shall be borne by the contractor only.
7. Each consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.
8. Cement brought to site and cement remaining unused shall not be removed from the site without the permission of the Engineer in charge.

8.5. **Shuttering:**

- i. All shuttering and supports included under the contract shall be designed by the Contractor. The Contractor shall be fully responsible for the safety of the design.
- ii. Form shall be true to shape, lines and dimensions of the concrete works as shown on the Drawing. The Contractor shall fix all the form work in perfect alignment. The form work shall be securely braced so as to be able to withstand, without appreciable displacement, deflection or movement of any kind, the weight of the construction or movement of persons any material and plant. All the joints should be water tight to prevent leakage of cement slurry from the concrete. Wedges and clamps are to be used wherever practicable.
- iii. Forms or shutters shall not be disturbed until the concrete has sufficiently hardened. The proper time shall be determined by the Engineer In Charge.
- iv. The shuttering provided for surfaces shall be such as to produce a first-class finish on the concrete, free from marks or any other disfigurement and quality to the satisfaction of Engineer In-Charge. Before concreting is commenced, shuttering and centering shall be carefully examined and the space to be occupied by the pour thoroughly cleaned out. The inside of shutters shall be treated with a coating of an approved substance to obviate adhesion and, where necessary to prevent absorption from the concrete the shutters shall be thoroughly wetted shortly before concreting is commenced. The Contractor shall provide all necessary labour,

supervision, material, equipment and tools to the entire satisfaction of the Engineer In Charge.

- v. **FORM WORK FOR CONCRETE:** Water tight shuttering (form work) using 12mm thick plywood sheets or steel shuttering can be made for concreting for the RCC work in line and level with proper supports.

8.6. 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 previous contract executed by him or his behalf from the security deposit or any sums due from the present contract.

8.7. For purpose of measurement, the method prescribed in the IS method of measurements of the building work shall be applicable unless stated otherwise stated in contract. In case of ambiguity the decision of the Engineer in charge shall be final.

8.8. SAFETY: - All 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.

8.9. All the tools & plants 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. Nothing will be paid as extra on this account the cost has been already considered while evaluation of the rates of labour.

8.10. The tenderer are not expected to make any post tender modification hence the tenderer should not make any correspondence regarding the tender after submission of the same on due date and time, no cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened if otherwise found in order.

8.11. Minimum Rate of wage payment shall be paid to workers in their Bank Account as per notification time to time released by the Dy. C.L.C. (C), Ahmedabad and proof for the same has to be submitted every month to the Noodle Officer or his representative i.e Bank Pass Book of workman engaged for the work or the copy of the Electronic Bank Transaction.

8.12. All the rules and regulations governing DPA will be applicable.

8.13. Only wooden or steel boxes of required size or weigh batcher shall be used for measuring the aggregates. In no case steel gammela shall be allowed to be used for the purpose.

8.14. After completion of the work the site should be neatly cleaned by Contractor. No payment shall be given to contractor on this account.

8.15. All the tools, plants, shuttering, tackles, scaffolding, ladders etc. and

other machinery etc. required temporary for the purpose of execution of work will to be arranged by the contractor at his own cost and storing of such tools, plants etc. will have to be made by him.

- 8.16. The contractor has to make his own arrangement for the storage of materials at site of work
- 8.17. The concrete to be used for C.C& RCC works shall be made of the graded machine crushed trap stone metal and it should be from approved quarry. Mechanical appliances such as concert mixer, vibrator etc. shall be used for mixing, consolidation etc. of the concrete.
- 8.18. Payment of MS Gate, Grilled door ,Grills, MS angles etc. will be made in weight basis, weight shall be worked out by cutting length /width multiplied by standard co-efficient of various component used into it . However, actual weight to be done by the contractor in presence of Port's representative and payment will be done for quantity whichever is less from both.
- 8.19. The contractor shall have to obtain quarry permits from the office of the Geologist. Department if Geologist and Mines Jamnagar, before quarrying any secondary materials like sand, earth, morrum, rubble etc.
- 8.20. Burnt clay building bricks of good quality and standard size as approved by the Engineer-in-charge shall be used for brick masonry work and shall confirm IS 1077(latest revision). The brick to be used should be of N.R brand, N.B.C. brand Ahmedabad or equivalent quality as approved by Engineer-in-charge.
- 8.21. The mixing of concrete shall be done only by mechanical mixer as per standard practice. No hand mixing shall be allowed. The concrete must be used, after it is mixed within 10 minutes and in no case, it shall be used after the cement has obtained on initial set.
- 8.22. All type of Primer and Paints like Epoxy paint, interior/Exterior premium paint (weather proof premium quality), Synthetic enamel paint/aluminum paint of approved colour and shade shall be of first quality of Asian paints, I.C.I limited, Nerolac Co. paint for masonry / concrete surface, wood or steel surface as approved by Engineer in charge.
- 8.23. Unless otherwise specially mentioned the rates quoted for all items included for all lead and lift and no extra claims shall be entertained on this account.
- 8.24. The needle vibrator or surface vibrator as case shall be used at time of laying concrete. The arrangement of two vibrators in working condition shall be made before any concreting work is started
- 8.25. Black trap stone headers 2 nos. of size 200x200 mm size in front face and 150x150 mm on opposite face are to be provided in one square meter

of RR masonry. In case same are not available contractor has to provide CC 1:2:4 pre-cast blocks of same size in place of stone headers. No supply of cement or extra payment will be made for the same.

- 8.26. All RCC works shall be carried out strictly accordance to IS -456-2000
- 8.27. The rate of plaster is inclusive of pattas, drip molding, cornices, as per design and grove if required without any extra cost .No dispute shall be entertained on this account at any cost.
- 8.28. The department shall not be responsible for any theft loss of any materials/tools etc. stores brought out by the contractor for execution of the work.
- 8.29. Any obstacle coming in way of execution of the work is to be overcome by the contractor without calming any extra cost.
- 8.30. The contractor or authorized person shall remain present at site during working hour to receive the instruction of the site Engineer-in charge.
- 8.31. The Engineer-in charge will give to the contractor possession of the so much of the site, as in the opinion of Engineer in charge may be required to enable the contractor to commence and proceed with the construction of the work and will be from time to time, as the work proceeds, give to the contractor possession of the such portion of the site to enable the contractor to proceed with the work without interruption of the work in accordance with the requirement. No claim/dispute what so ever for handing over the site of work late for starting the work shall be entertained. If the contractor suffers any delay, the engineer-in charge may grant, at his discretion, on extension of time for completion of work. However, no claim/dispute etc, arising out of extension of times so granted, shall be entertained. The contractor while filling up their rates in the tender should consider the above aspect.
- 8.32. Storage of cement, contractor shall make his own arrangement. The contractor shall be store the cement in such a place where it will not be affected by the weather and it should be always countable and kept ready for verification at any time by the Engineer-in charge or his representatives without any prior notice.
- 8.33. For preparing Mix-design of concrete if required for RCC work, the contractor shall supply construction materials to the Port laboratory free of cost. RCC Mix design the laboratory test of CC cubes, construction materials and grading of aggregate to standard practice and approved by the Engineer-in charge be got conducted by the department at Port laboratory where ever necessary and the test result shall be submitted to the Engineer-in charge for his approval, these test shall confirm to the relevant IS code failing which the concrete work will be liable for rejection,

the rejected work have to be dismantled and redone by the contractor at his own cost. Out of various test carried out in Port laboratory the charges for testing of CC cube for 28 days (twenty eight days) compressive strength will be borne by the contractor. The testing charges of extra CC cubes casted for indicative result and charges for Mix design shall be payable by the contractor. The transportation of the samples of the concrete materials, cement concrete cubes etc. from site of work to the Port laboratory at Jetty shall be done by the contractor at his own cost.

- 8.34. The rate for excavation includes dressing, levelling, and plumbing of sides and beds of trenches and also spreading and dressing of excavated stuff as directed .The decision of Engineer-in charge shall be final regarding classification of soil strata and shall be binding to the contractor.
- 8.35. All the materials and ingredients of concrete materials such as river sand (from Bhogavo, Wakaner, Samakyali, halvad river – Uncrushed river sand), Coarse crushed aggregate and brick etc. require for the work shall be got approved from the Engineer-in charge before stacking at the site of work and the same shall be got tested from Port laboratory/ NABL Government approved Lab. at the cost of Contractor, the rejected materials shall be removed immediately from the site of work within 48 hrs. Of issue of written order otherwise the same will be removed by the department at the cost and responsibility of the contractor.
- 8.36. If contractor excavates more width than required for his working facility, payment for excavation will be paid as per required width /depth only, no extra excavation will be paid.
- 8.37. Nothing extra shall be paid for change of quarry against lead etc.
- 8.38. The Engineer-in-charge reserves the right to ask contractor to cast additional C.C cubes at the different stages and works for testing if required at 3/7 days period. No separate payment shall be made to the contractor on account of cost of the labour and the material required for casting of the cubes required for 3/7 days testing.
- 8.39. For RCC roof slab, floor slab, balconies, Chajjas, and any projection of slab. The rate quoted shall include the provision of slab. the rate quoted shall included the provision of drip moldings as per design given by the Engineer-in-charge and no separate payment shall be made.
- 8.40. The form work, shuttering shall not be disturbed until the concrete has sufficiently hardened achieved a strength of at least twice the stress to which the concrete may be subjected at the time of removal of form work or as per the direction of the Engineer-in charge for which no extra claim will be entertained. Stripping time for form work shuttering shall be as per IS -456-2000.

- 8.41. Concrete cover block with binding wire shall be used in all RCC works of standard size as directed by Engineer-in-charge. CC cover blocks should be well cured for at least seven days before use. No extra Cement, Labour etc. will be allowed for covering purpose of concrete.
- 8.42. The factory made 6cm thick cement concrete M30 grade interlocking paver blocks as per IS:- 15658 is required for the work, shall be got tested from the port laboratory as directed and cost of testing shall be borne by the Contractor
- 8.43. Granite stone(Mirror polished)to be used as per shown in description of items for work like flooring, Framing of doors & windows, plate forms of kitchen & in toilet for Wash Basin, skirting, tread & riser of stairs etc shall be machine cut of required size and thickness (finished thickness) and it shall be of best quality as approved by the Engineer-in-charge.
- 8.44. All Granite & tiles (Vitrified, Ceramic & glazed) work like flooring, Framing of doors & windows, plate forms of kitchen & in toilet for Wash Basin, skirting & dado, tread & riser of stairs etc shall be done as per shown in description of each items with in line and level, joints to be filled properly and it should be well polished to the satisfaction of Engineer -in-charge.
- 8.45. Vitrified tiles, Ceramic tiles, Cheched tile & Glazed tiles shall be of first quality as per shown in description of each items, shall have to be got approved from the Engineer in charge. Before work is started. All tiles are to be used of approved make i.e.Cera co., Varmora co., Sympolo Co. Or equivalent as approved by the Engineer in charge.
- 8.46. All the sanitary fittings like wall hung EWC, E.W.C., Counter top wash hand basin, urinal basin all with its accessories shall be first quality and as per Model no. shown in description of each item. It shall be make of i.e. Plumber, Jaguar or equivalent as approved by the Engineer in charge.
- 8.47. **Sanitary/plumbing Fittings & Fixtures:**
- a. All Bib cock, Pillar cock, Stop cock, flush valve, wall Mixer with telephonic with "L" shaped tubular bend set for Overhead shower, wall Mixer without telephonic with "L" shaped tubular bend set for Overhead shower, shower, faucet, shop dish, Towel rack with hooked any sanitary fittings and fixtures shall be first quality and as per Model no. shown in description of each items. It shall be make of i.e. Plumber, Jaguar or equivalent as approved by the Engineer in charge.
 - b. All CPVC (SWD) Drainage or vent pipes and water supply pipe with all accessories, Valves etc shall be used Ist quality and as per IS. and It shall be make of i.e. Astral Co., Prince Co., finolex co. or equivalent as approved by the Engineer in charge.
 - c. PVC Nahni trap(grating) should confirm to IS 3989-1970.

- d. Gully trap shall be confirming to IS 651 & shall have to be got approved by Engineer in charge.
- e. The G.I pipes wherever required to be used shall be of 'B' class (medium) and confirm to IS 1239. The pipes shall be either of Ambica, G.S.T, Tata, Jindal make only.
- f. The timber and water proof ply wood (Marine) to be used as per IS for furniture, doors and window, cupboard etc. and for frame work etc. shall be free from knots and cracks. Material should be got approved form the Engineer in charge before fixing or stacking at site or before starting work.
- g. Two coats of coal tar paint shall be applied on frames surface under contact with masonry concrete before fixing the wooden frames in position without any extra cost.
- h. The hold fast for doors, windows etc. shall be provided as per directed by engineer-in charge.
- i. The contractor shall produce samples for approval of fittings etc. For furniture, doors, windows, cupboard etc. before fixing.
- j. All the screws, nuts, bolt etc. required for fixing sanitary fittings, fixture, for doors, windows, ventilators etc. shall be of fitting match only. Nails shall not be allowed to be used for the purpose.
- k. Aluminum doors, windows, Ventilators, fixed partition etc. with all accessories and Fittings shall be used Ist quality as per shown in description of each items and as per IS. It shall be make of i.e. Jindal or equivalent as approved by the Engineer in charge.
- l. All Toughen & float glass (Modi Co. or Saint Gobain), which are to be used for Mirror, aluminum doors, windows, ventilators & partition are to be got approved by the engineer in charge before fixing.
- m. The rates of laying and fixing of pipeline, valves and other special etc. should include cost of additional cutting , threading , lead jointing , cost of packing materials, nut and bolts etc. if required and no claim on this account will be entertained.
- n. Any pipes or fittings busted or cracked during testing or otherwise will have to be replaced by the contractor at his own cost.
- o. If any road is required to be cut for laying water supply pipe line or drainage line that will be borne by the contractor and no extra cost and road shall be restored to its original conditions after laying and testing of water supply line drainage line.
- p. Polythene vertical tank-ISI should be of approved makes as approved by Engineer in charge.

- q. The hard wood in frames of doors and windows etc. shall be of yellow sal or red sal (Malaysia) haldu as approved by Engineer-in charge.
- r. Rate of wood work shall include all sawing, planning, jointing, framing, labour and materials for raising and fixing and also the fitting for fixing, supply of all nails, screws, hold fast etc.
- s. 35 mm thick flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters with mortise lock and S.S.Tower bolt 200mm size . etc shall be as per shown in description of each items shall be of Ist quality as directed by the Engineer-in-charge.

8.48. **Heritage plaster:**

Applying on wall exterior of Heritage surface texture granules finish of Bakelite Hylam Limited (No.21-3005, 3006, 3007, 3008, 3013, 3014, 3015 and 3016). trowelled over 20 mm thick mala plastered (Two coat of 12 mm in CM 1:3 & 8 mm coat in CM 1:1) sub strata to get an average finish coat thickness of 0.08 to 1.2 mm comprising of three components viz. Dry granules, Granules, bonding agent and top coat of glossy finish (Dry granules shall be made from Silica sand, pigments, chiefly inorganic) homopolymer emulsion mix etc, of Bakelite Hylam product banding agent made of acrylic copolymer emulsion, broad specturm fungicide of Bakelite Hylam product etc and top coat made from solvent based acrylic polymer of Bakelite Hylam product including scaffolding etc shall be done as per description of items and directed by EIC. Plaster shade or colour shall be approved from Engineer in charge before start the work.

8.49. **Glazing:**

Structural Glazing with using the 17 Micron anodized of approved colour alluminium section as transium, mullium of size 63.5mm x 38.1mm x 2 mm with using 5 mm thick reflective structural glass and fixed with silicone sealant and spacer tap and at corner sealed neoprene foam dust and Air sealed gasket mirred including scaffolding etc. complete with all necessary fitting and fixtures for openable window as per Architectural drawing and as directed by EIC

- 8.50. S.S. Jalli in front side Elevation: 8 to 10mm thick stainless-steel sheet (304) with CNC cutting and with all necessary fittings etc as per Architect design and instruction of Engineer in charge as per shown in description of items.

8.51. **Stair case railing:**

stainless steel round pipe of 18 gauge staircase railing consisting corner vertical support of 2" dia. Pipe, internal (steps) vertical pipe of 1.5" dia. Pipe and parallel 3nos. Pipes of 0.75" dia. With all fitting, fixtures,

screws, nut, bolts, etc. complete as directed by engineer in charge. (Grade of SS-304)

8.52. False ceiling shall be made as per shown in description of item and directed by Engineer in charge.

8.53. **Water proofing on terrace:**

- a. Applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete.
- b. laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer), of 1st quality conforming to IS : 15622, of approved make, in all colours, shades, except White,Ivory, Grey, Fume Red Brown, laid on 20 mm thick bed of cement mortar 1:4 (1 Cement : 4 Coarse sand), jointing with 01 layer of Birla white cement and grey cement slurry @3.3kg/sqm including pointing the joints with white cement and matching pigments etc., complete.

8.54. **Toughened glass canopy:-** 6mm to 8mm thick laminated toughened glass canopy in front entrance portion likely with brushed 304 stainless structures.

-Comprise 6mm + 6mm toughened glass.

-Plaxo brand stainless steel overhead for glass.

-Canopy including rope fitting in SS pipe with necessary clamp, screw etc as per directed by Engineer in charge

8.55. **Kitchen sink :-** Stainless Steel A ISI 304 (18/8) kitchen sink without drain board - Size 610x460mm bowl depth 200mm & all accessories as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required including 32mm dia. flexible pvc waste pipe,15mm dia. C.P. brass stop cock (Concealed)of approved quality IS:8931,15mm dia. and 45cm long Un plasticised PVC Connection pipe with brass union and Sink cock (CFT 2107 PLUMBER) etc as directed by Engineer in charge.

8.56. Contractor shall provide 01 nos. of four-wheeler tourist A.C. vehicle (Innova/Bolero/or equivalent) with driver during contract period including extended period of contract, limiting to a maximum distance of 4500 km per month. For use of DPA employer/representative and the

vehicle shall be available for use for the around the clock of work on all days including Sundays and holidays. In Sundays and holidays the vehicle shall be made available, only if work is arranged at site.. This vehicle will be used only for duties related to the works of this contract. Vehicle must be in very good condition and to the satisfaction of Engineer-In-charges. The supply shall commence not later than 15 days from the date of commencement of work .Necessary fuel/ oil/ driver / maintenance etc., will have to be borne by the contractor. During the period of contract in case the contractor does not provide the vehicle the employer will engage the other tourist vehicle and actual charges incurred will be recovered from their due payments or Rs.4000/- per day will be recovered. The vehicle shall have valid registration and insurance. All consumables and stores for the safe working of the vehicle and its drivers as necessary should be provided by the contractor and nothing will be given by the Port for the running of the vehicle under this contract. The contractor shall be solely responsible for the consequences arising out of any loss or damage/accident etc. caused to the vehicle on duty.

8.57. **List of Approved Materials/Makes**

Specification/brand names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved are listed below. However, approved equivalent material and finishes of any other specialized firms may be used with the approval of the alternate brand by the Engineer-in-Charge/ Superintending Engineer if none of the below mentioned make / brands are available in the market then the department may accept and equivalent make / brand subject to the Contractor producing a letter of non availability from the manufacturer only.

Sr. No.	Materials	Approved Make
A.	Civil Works	
1.	Cement	Ultratech, Birla, Hathi, Ambuja, Kamal, Siddi or equivalent
2.	Reinforcement Bars	TATA(TISCO), SAIL, RINL, JINDAL, JSW or equivalent
3.	Structural Steel	TATA(TISCO), SAIL, RINL, JINDAL, JSW or equivalent
4.	Admixtures for Concrete	BASF, FOSROC, Redwop, SUNANDA, CEARA, SIKKA or its equivalent
5.	Concrete Penetrating Corrosion Inhibiting	POLYALK CP-293, PCO KP-200 or equivalent

	Admixture	
6.	Burnt clay Bricks	As per IS 1077 - Brand NBC, N.R. or any brand 1 st quality – from Ahmedabad
7.	Paint & Primer – for wood, steel, Floor / Concrete / plastered surface interior or exterior wall	Asian, Dulux, Nerolac, Burger, Redwop or equivalent
8.	Vitrified / Ceramic / glazed - tiles	Cera sanitary ware ltd., Simpolo, Varmora, Orient Bell, Asian granite India ltd., HSIL ltd., Kajaria or equivalent
9.	Sanitary / Plumbing items with accessories	Caviar, Cera, Plumber, Jaquar or equivalent
10	CPVC & UPVC Pipe	Astral, Prince, Finolex or equivalent
11	G.I. Pipe	TATA, Jindal or equivalent
12	Wheel valves & ball valves	Zoloto or equivalent
13	Aluminium Sec. Door / window / Partition	Jindal or equivalent
14	Glass – Toughen, Float & Mirror	Modi, Saint Gobain India Pvt ltd. or equivalent
15	Water proofing material	Sika, Dr. Fixit, Fosroc, Pidilite, Redwop or equivalent
16	False Ceiling (Gypsum design board)	Saint Gobain, Amstrong Shera, USG Boral or equivalent

Note: -

In the cases where products of above approved brand/manufacturers are not available in market at the time of execution of work, the equivalent/alternate brand/manufacturers are permitted subject to production of non-availability certificate from the respective brand /manufactures by the contractor.

.....
Signature

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]

FORM-8 A

**FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE
(To be execute on Non-Judicial Stamp paper of appropriate value)**

(Insurance Surety Bond No.....)
(Name of the Contract) Date :

.....
**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 Nodate
d

.and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to.....(*) of the said value of the aforesaid

work under the Contract to the Employer. we[Name & Address of the Insurance

Company]having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto..... (@).....[days/month/year] without any

demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding not with standing 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.
.....(days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against 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 up to(+).....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before.. @.....

Dated thisday of 20 at.

WITNESS
of the Insurance Company

Signed for and on behalf

.....

.....
Signature

Signature

.....
Name

.....
Name

1.(*)This sum shall be Five percent (5%) of the accepted tender annual value for minimum validity period of 03 years before signing the agreement 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)

1. 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.
2. 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.
3. 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-23

**A 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 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.

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 EANESE 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 3. Surety Bond for Earnest Money Deposit shall be duly signed/initialled 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 Sing. 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.

Annexure-I
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.), Shri 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.), Shri 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.co](mailto:amitaifs@gmail.com)
[m](mailto:amitaifs@gmail.com)

Address:-

Shri 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

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.

Section : 9

GUIDELINES ON BANNING OF BUSINESS DEALINGS

(Effective from 01/01/2023)



DEENDAYL PORT AUTHORITY

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

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

1. Introduction

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

2. Scope

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers,

who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.
- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

common email ID.

Note: This list is only illustrative in nature.

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

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

* For Board – The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Head of the Department for “Competent Authority” for the purpose of suspension of business dealings with the Agency as well as for Board wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items / award of contracts to meet the requirement of Corporate

Office only, Head of Department shall be the Competent Authority and HoD concerned shall be the Appellate Authority. The Management of Subsidiary shall define / appoint the "Competent Authority", Appellate Authority & Standing Banning Committee in their respective cases.

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

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

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

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

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

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

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

- 5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.
- 5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure:-
 - i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
 - ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating

Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:

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

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

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

- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of

tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;

- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;
- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether 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 Technical meeting and decide if a prima-facie case for banning under the guidelines exists. If during Technical 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 analyse 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.

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