

DEENDAYAL PORT AUTHORITY

The Port with ISO 9001:2008, ISO 14001



NOTICE INVITING TENDER

TENDER No. HD-02/2026

**TENDER FOR “OPERATION & MAINTENANCE OF EXISTING CARGO BERTHS 09 AND 10
(FROM PANEL NO. 69 TO END OF BERTH NO.10) FOR CARRYING OUT CARGO
HANDLING OPERATIONS BY DEPLOYING HARBOUR MOBILE CRANES (MINIMUM
HMCS 1+1 NOS.) AND OTHER ASSOCIATED EQUIPMENT INCLUDING MANAGEMENT
AND MARKETING”**

Address:

Chief Engineer,
Civil Engineering Department,
Room No. 201, Annexe,
Administrative Office Building,
Deendayal Port Authority,
Gandhidham- 370201.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

INDEX

Section	Details	Page Nos.
	Tender Notice	2
Part – I	Notice Inviting Tender (NIT)	3 - 7
Part – II	Procedure for Bid submission	11 - 25
Part - III	General Description and Scope of Work	26 - 34
Part - IV	Preamble to Bill of Quantities	35 - 36
Part - V	Pre Bid Meeting	37
Part - VI	Special Conditions of Contract	38 - 45
Part - VII	Additional Conditions of Contract	46 - 63
Part - VIII	General Directions and Conditions of Contract	64 - 72
	Safety, Health, Environment & Security Policy	73
	Security Policy	74
List of Formats & Annexures:		
Appendix - I	Format for Power of Attorney	75
Appendix - II	Format of the Letter of Acceptance (To be submitted by each member, in case of Joint Venture)	76
Appendix - III	Format for Performance Guarantee Bond	77 - 79
Appendix - IV	Format for EMD Guarantee Bond	80
Appendix - V	Declaration no. 1 (GST)	81
Appendix - VI	Proforma for Integrity Pact	82 - 88
Appendix - VII	Proforma Of Joint Venture/Consortium Agreement	89 - 92
Appendix - VIII	Proforma of Power- of-Attorney for Lead Member of JV/ Consortium	93
Appendix - IX	Format of Bid Security Declaration from Bidders	94 - 95
Annexure-I	Proforma of the list of works completed	96
Annexure-IA	Turnover of the Firm/ JV	97
Annexure-II	Proforma of the list of Engineers	98
Annexure-III	Checklist to the Tender Schedule	99
Annexure-IV	Techno commercial information	100
Section - 1	Forms of Securities and Other Formats	101-121
Section - 2	Forms of Bid, Qualification Information	122

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

TENDER NOTICE

Tender No. HD-02/2026

ONLINE TENDERING (E- Tendering)

NAME OF WORK	OPERATION & MAINTENANCE OF EXISTING CARGO BERTH 09 AND 10 (PANEL NO. 69 UPTO END OF BERTH No.10) FOR CARRYING OUT CARGO HANDLING OPERATIONS BY DEPLOYING HARBOUR MOBILE CRANES (MINIMUM HMCs 1+1 Nos.) AND OTHER ASSOCIATED EQUIPMENT INCLUDING MANAGEMENT AND MARKETING.
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E-Tenders are invited on-line under TWO BID SYSTEMS (Technical and Financial Bid) by the Executive Engineer (H), Deendayal Port Authority (DPA) from the firms which have relevant experience and meeting the eligibility criteria.

Details of the Tender Fee & Estimated Cost are as follows:

Tender Fee (In Rs.)	Estimated cost (In Rs.)	Last Date and Time of online Submission of bid documents
Rs. 5900 (i.e.5000 + 18% G.S.T.)	Rs. 50,86,10,232/-	On 27.02.2026 Upto 15:00 Hours

Detailed Tender Notice along with complete tender documents can be downloaded from the official web-site of Deendayal Port Authority www.deendayalport.gov.in OR <https://tender.nprocure.com>.

Technical Bid will be opened on 27.02.2026 @ 16:00 Hours. Date of opening of Price bid shall be notified after scrutiny & evaluation of Technical Bids. For further details and general enquiries, the prospective bidders may contact the Executive Engineer (H), Deendayal Port Authority, Nirman AO Building, Kandla - 370 201, District Kutch, State - Gujarat INDIA. Telephone: (+91) 8758659669 E-mail: kphdivision@gmail.com, during working hours, before the last date and time of submission of tender document. Any modification / corrigendum, if any, will be placed on above mentioned websites only and shall not be released in Newspapers or any other form.

Executive Engineer (H)

DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

PART - I

NOTICE INVITING TENDER (NIT)

Department Name	Civil Engineering Department
Circle/ Division	Harbour Division, Nirman Bhavan, New Kandla (Kutch) - 370210.
Tender Notice No.	HD - 02/26
Name of Work	OPERATION & MAINTENANCE OF EXISTING CARGO BERTH 09 AND 10 (PANEL NO. 69 UPTO END OF BERTH NO.10) FOR CARRYING OUT CARGO HANDLING OPERATIONS BY DEPLOYING HARBOUR MOBILE CRANES (Minimum HMCs 1+1 Nos.) AND OTHER ASSOCIATED EQUIPMENT INCLUDING MANAGEMENT AND MARKETING.
Estimated Contract Value (INR)	Rs. 50,86,10,232/- (Excluding GST)
Period of Completion	Five (05) years and extendable by One (01) more year upon mutual consent at discretion of Deendayal Port Authority
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria	<p>Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs. 15,25,83,070/- (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive).</p> <p>The Bidder must have handled an average of 2.54 Million Metric Tonne of Dry Bulk Cargo and/or Break Bulk Cargo in any Port or in any other organization consecutively for three years during the last five years ending on 31st March, 2025</p> <p>The bidder should furnish the documentary evidence in support of handling 2.54 Million Metric Tonne of Dry Bulk Cargo and/or Break Bulk per annum in any Port or in any</p>

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

	<p>other organization consecutively for three years during the last five years ending on 31st March, 2025.</p> <p>Similar Works / Contracts shall mean (a) Operation and Maintenance of Dry Bulk cargo and/or Break bulk cargo Terminals/Terminals in Port Sector and/or (b) Stevedore & cargo handling activities.</p> <p>i.e. End to End Logistics providers in Port Sector (right from vessel nomination to the discharge of cargo through rail/road.)</p> <p>The Bidder should be aware of the Port Operations and Facilities and capable of handling Rail / Road Loading Operations for participating in the Bid.</p> <p>Integrity Pact Agreement (Appendix-VI).</p> <p>The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p>
Joint Venture/Consortium	<p>In case of association in the form of Consortium or Joint Venture agreement, the members of the association shall use the prescribed format for JV / Consortium agreement (Appendix-VIII) and nominate one of the members as “lead partner” for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of Grant of Contract).</p> <p>Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration</p>

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

	<p>of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.</p> <p>A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Performa at Appendix - VII shall be enclosed with the bid.</p> <p>Joint ventures must comply with the following requirements: The joint venture must satisfy collectively the eligibility criteria as described in this section. For this purpose, the following information of each member of the joint venture may be added together to meet the collective eligibility criteria:</p> <ol style="list-style-type: none"> 1. Average Annual Turnover. 2. Particular Bulk Material Handling Experience. 3. Capacity of key Personnel. 4. Ability to own / lease relevant equipment. 5. Financial capacity <p>Each JV partner including the lead partner shall meet not less than 26% of the following criteria:</p> <ol style="list-style-type: none"> 1. Average Annual Turnover. 2. Particular Bulk Material Handling Experience. 3. Financial capacity <p>The definition of the Financial capacity shall mean the Net worth at the close of the Preceding Financial years and positive Net case accruals for the last 5 financial years preceding the bid due date.</p> <p>All the partners together shall satisfy 100% of the criteria.</p>
Bid Document Fee	<p>Rs.5,900/- (including GST)</p> <p>Only through Digital mode of Payment.</p> <p>Account No. : 2177002100002684</p> <p>IFSC Code : PUNB0217700</p> <p>Punjab National Bank, Kandla Branch</p>
Bid Document Fee Payable To	<p>Only through Digital mode of Payment.</p> <p>Account No. : 2177002100002684</p> <p>IFSC Code: PUNB0217700</p> <p>Punjab National Bank, Kandla Branch</p>
Bid Security/ EMD (INR)	<p>Rs. 1,01,72,205/-</p> <p>through Digital mode of Payment/ Bank Guarantee in favor of "Board of Deendayal Port Authority, issued by any</p>

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

	<p>Nationalized/Schedule (Except Co-operative) Bank only having its branch at Gandhidham as per enclosed format valid for 45 days beyond bid validity). EMD shall also be accepted in form of Insurance Surety Bond as per format and terms and condition in Form 23 A valid for 60 days beyond bid validity.</p> <p>“In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the tender only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in Technical bid stage as well as duly filled in and signed ‘Bid Securing Declaration’ as per format provided in the tender document (Appendix-IX), failing which the bid shall be considered non-responsive”.</p> <table border="1"> <tr> <td>SECTION H</td><td>Transport & Storage</td></tr> <tr> <td>Division 52</td><td>Warehousing and support activities for transportation</td></tr> <tr> <td>Group & Class</td><td>522 & 5224</td></tr> <tr> <td>Sub-class -</td><td></td></tr> <tr> <td>52242</td><td>Cargo handling incidental to water transport</td></tr> </table>	SECTION H	Transport & Storage	Division 52	Warehousing and support activities for transportation	Group & Class	522 & 5224	Sub-class -		52242	Cargo handling incidental to water transport
SECTION H	Transport & Storage										
Division 52	Warehousing and support activities for transportation										
Group & Class	522 & 5224										
Sub-class -											
52242	Cargo handling incidental to water transport										
Date & time of Pre-Bid meeting	<p>16.02.2026 at 16.00 hrs. either:</p> <p>(i) in Board room at A.O. building, Deendayal Port Authority, Gandhidham - 370 201, Kutch Gujarat.</p> <p>OR</p> <p>(ii) through Video Conference, at same date & time.</p>										
Bid Document Downloading Start Date	13/01/2026										
Bid Document Downloading End Date	Date: 27/02/2026, Time: 15:00 Hrs.										
Last Date & Time for Online submission of bids	Date: 27/02/2026 Time: 15:00 Hrs. @ office of the Executive Engineer (H), New Kandlass										
Bid Validity Period	120 Days										

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Condition	<p>Integrity Pact, Tender fee & EMD which includes Technical bid shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that Integrity Pact, EMD & Tender Fee are received. However, for the purpose of realization, bidder shall send the same in original along with 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 Executive Engineer, Harbour Division, Nirman Building, New Kandla within 7 days from the date of opening. However, the Bidder shall submit the Financial Bid through online mode only.</p> <p>The bidders registered with Micro and Small Enterprise (MSME) in appropriate category mentioned under related activity above are exempted for submission of EMD and Tender Fee. Scanned copy registration may be uploaded along with 'Bid Securing Declaration Form'.</p>
Remarks	Submission of E.M.D. Tender Fee and other Documents during office hours upto 06/03/2026 by R.P.A.D /Speed post or in person in the chamber of Executive Engineer, Harbour Division, Nirman Building, First floor, New Kandla-370210, Kutch District, Gujarat State, INDIA, Mobile No.8758659669.
Bid Opening Date	Technical Bid will be opened on 27/02/2026 @ 16:00 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Officer- Inviting Bids	Executive Engineer (H), Deendayal Port Authority.
Bid Opening Authority	Executive Engineer (H)
Address	Executive Engineer, Harbour Division, Nirman Building, First floor, New Kandla-370210, Kutch District, Gujarat State, INDIA.
Contact Details	Mobile No.(+91) 8758659669

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

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, 4b103, GNFC Info tower,

S.G. Road, Bodakdev,

Ahmedabad - 380054 (Gujarat).

Contact Details of (n) code Solutions:

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

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

**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.
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 No., 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 Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the NIT of the bid document.
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-

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

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. Payment towards EMD shall be submitted through Digital mode Online payment/Insurance Surety Bond/ Bank Guarantee proof for which shall be uploaded against EMD as per Board decision.
- ii. Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded towards cost of Tender Fees.
- iii. Duly signed integrity pact by the bidder & one witness to be submitted in technical bid.
- iv. If the Bidder JV firm IP agreement must be signed by all and all the parties of JV need to stamp and sign. The Agreement failing which bid will be considered as non-responsive.
- v. The bidder should upload Partnership deed in case of Partnership firm and JV Agreement in case of JV Firm and Board Resolution and POA in case of Private Ltd company.

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 press notice.
- iv. Affidavit as per provisions of NIT.
- v. Certificate of Registration for GST, PAN and acknowledgement of up to date filed return if required.

Executive Engineer (H)

Deendayal Port Authority

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

PART- II

Information to Bidders and Procedure for Bid Submission:

1. Information to bidders

Deendayal Port Authority is located on the West coast of India. The Port intends to provide shore- based facilities to load / discharge dry bulk and break bulk cargoes. The Port would like to encourage registered stevedores, bonafide importers / exporters or their subsidiaries, service providers to install Harbour Mobile Cranes (HMCs) of 120 Ton capacity as specified.

Contract Period: Five (05) years plus extendable to another 1 (one) year at the discretion of DPA.

The prospective bidders are advised to visit the Port with prior intimation to Chief Engineer /Traffic Manager, Deendayal Port Authority and inspect the berths where the HMCs would be working after installation. The HMCs are likely to be deployed at Cargo Berth (CB) 09 & 10.

2. Bid Submission:

Bids shall be submitted online on n-procure website (<https://tender.nprocure.com>) platform.

- All bidders are requested to enroll in the Portal (<https://tender.nprocure.com>), if not already enrolled with their user ID in the new portal (<https://tender.nprocure.com>). Those bidders who have already enrolled in the new portal (<https://tender.nprocure.com>) can participate in all tenders using the existing user id and password and their Digital Signature Certificate (DSC). New users should use the online bidders enrolment button available in the Home page for enrolling in the portal (<https://tender.nprocure.com>) considering enhanced security, Digital Signature Certificate Class III is enforced for new enrolments.
- The participating bidders in the tender should register themselves on n-procurement platform (<https://tender.nprocure.com>). Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital signature certificates. The bidders, who are desirous of participating in e-procurement, shall submit their bids as per the standard formats available at the site (<https://tender.nprocure.com>).
- Tender fee shall be paid through online only and EMD in the form of Digital Payment/Insurance Surety/Bank Guarantee while submitting the bid. The proof of payment should be uploaded by the Bidder on the n-procure portal.
- If any of the certificates, documents etc., furnished by the tenderer are found to be false / fabricated / bogus, the successful bidder will be suspended from participating in tenders on e- procurement platform for a period of three years.
- The DPA will not hold any risk and responsibility for non-visibility of the scanned

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

and uploaded documents.

- The Documents uploaded alone online on e-procurement website (<https://tender.nprocure.com>) only will be considered for Bid Evaluation. However, DPA reserve the right to ask any shortfall information from the participated bidders for ensuring better competition.

Even though the Tenderer meet the qualifying criteria, he/she/it is liable to be disqualified / debarred / suspended / blacklisted, if the following is observed:

- a) Furnished false / fabricated particulars in the forms, statements and / annexure submitted in proof of the qualification requirements and/or
- b) Not turned up for entering into agreement when called upon.
- c) Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- d) The work was awarded to the Contractor based on false / fake certificates of experience submitted by them.

3. One Tender per Tenderer:

Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender (either individually or with consortium) will cause dis-qualification of all the Tenders submitted by the Tenderer.

4. Last date / time for Submission of the Tenders:

Tenders must be submitted not later than the date and time specified in the NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received / opened on the next working day.

5. Tender Opening and Evaluation:

The Authority shall open the bids received online through n-procure portal on the date & time as specified in Part -I (Notice Inviting Tender) and in the presence of the Applicants who choose to attend.

6. Clarification on the Technical Bid:

The tender opening authority may call upon any Tenderer / Bidder for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing via mail and if necessary, submit the hard copies of documents and it shall be only on the qualification information furnished by the Tenderer. The clarification called for from the tenderer / Bidders shall be furnished within the stipulated time.

7. Price Bid Opening:

- a. The Price Bids of qualified Tenderer, whose Technical Bids are found satisfying the

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

eligibility criteria shall only be opened online in the presence of the qualified Tenderer / Bidders, whoever is interested or their authorized representative present on the date and time fixed.

- b. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to the Conditions, the decision taken by the Tender committee on tenders shall be final.

8. Evaluation and Comparison of Price Bids:

The Tender Committee will evaluate and compare the price bids of all the qualified Tenderer.

- 9. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderer or any other persons not officially concerned with such process until the awarding of the work to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.**

- 10. If any amendment or addendum is issued before opening of the tenders (Technical Bid and/or Financial Bid), the same will be posted on website of n-procure and website of DPA**

11. Award of Contract:

a. Award Criteria:

On behalf of Deendayal Port Authority, the Board of Authority of Deendayal Port through its Authorized Officer will award the contract to the bidder whose bid has been evaluated to be techno-commercial responsive and the lowest evaluated Bid will be considered as the successful Bid. DPA will communicate accordingly to the successful Bidder

b. DPA's Right to Accept or Reject any or all the Bids:

- i. Notwithstanding anything contained in this NIT/Tender the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.
- ii. The Authority reserves the right to reject any Bid if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - c. The details of Financial Bid in any manner is disclosed in the Technical BID.
 - d. If the Bidder/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the Tender; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- e. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the NIT. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

c. Notification of Award:

Officer Inviting the Bid shall mention the amount of Security deposit (within the specified time) required to be furnished in the Letter of Acceptance (LOA) to be issued to the successful bidder.

d. Signing of Contract:

Within 21 days of issue of Letter of Acceptance (LOA), the successful bidder shall furnish:

- a. Security Deposit cum Performance Guarantee.
- b. Additional Guarantee
- c. Bar Chart with timelines for commencement of work etc.
- d. After the issuance of Work Order to the successful bidder, a formal Contract will be signed between Successful Bidder and the Port Authority subject to compliance of the above.

12. Memorandum of Settlement:

The Bidder/ Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior approval of Deendayal Port Authority in relation to any work under taken by him in the Port premises.

DPA shall not be liable / responsible for any connectivity / internet problem either with user side / NSIC /Bank. It is in the own interest of the bidders; bidders may get it verified from Bank that the requisite money has been received by DPA for the NIT in which they are participating.

13. Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture/Consortium having eligibility to participate as per eligibility criteria stipulated in Tender Notice.

Bidders who have been debarred / terminated by the employer because of non-

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

performance during the last 7 years shall not be allowed to participate in this tender.

The bidder (in case of JV must produce documentary evidence in support of handling **2.54 Million MT** of cargo per annum in any Port / any other organization consecutively for three years during the last five years ending on 31st March, 2025. In case of Consortium or Joint Venture, cargo handling of all the JV partners per annum in any Port / any other organization consecutively for three years during the last five years ending on 31st March, 2025, will be considered collectively.

In case of association in the form of Consortium or Joint Venture agreement, the members of the association shall use the prescribed format for JV / Consortium agreement and nominate one of the members as “lead partner” for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of Grant of Contract).

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

One of the partners, who is responsible for performing key function in the contract management or is executing major component of the proposed contract, shall be nominated as being in charge during the bidding period and in the event of a successful bid, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, this authorization shall be evidenced by submitting registered power of attorney signed by legally authorized signatories of all the partners.

All partners of the joint venture shall be liable, jointly and severally, during the bidding process and for the execution of the contract in accordance with contract terms, and a statement to this effect shall be included in the authorization as above. The bid shall be signed so as to legally bind all partners, jointly and severally.

Joint ventures must comply with the following requirements:

The joint venture must satisfy collectively the eligibility criteria as described in this section. For this purpose, the following information of each member of the joint venture may be added together to meet the collective eligibility criteria:

- i. Average Annual Turnover
- ii. Particular Bulk Material Handling Experience.
- iii. Capacity of key Personnel
- iv. Ability to own / lease relevant equipment
- v. Financial capacity

Each JV partner including the lead partner shall meet not less than 26% of the following criteria:

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

- i. Average Annual Turnover
- ii. Particular Bulk Material Handling Experience
- iii. Financial capacity

The definition of the Financial capacity shall mean the Net worth at the close of the Preceding Financial years and positive Net case accruals for the last 5 financial years preceding the bid due date.

All the partners together shall satisfy 100% of the criteria.

A copy of the joint venture agreement (JVA) specific to this project, if entered into by the partners shall be submitted with the Bid. Alternatively, a letter of intent to execute a JVA in the event of successful bid shall be signed by all partners and submitted with the bid. In any case, it is mandatory that a JV agreement is entered into before award of the work.

Pursuant to the foregoing, the JVA shall include among other things, the joint venture's objectives, the proposed management structure, the contribution of each partner to joint venture operation, the commitment of the partners to joint and several liability for due performance, recourse / sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities. (The Format of the letter of Acceptance by each member in case of Joint Venture is attached at Appendix-II).

- a. A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Performa shall be enclosed with the bid.(Appendix-VII)
- b. Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Performa, which shall be duly authenticated by a notary public or equivalent certifying Authority, shall be enclosed with the bid. (Appendix-VIII)
- c. The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- d. The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- e. All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

should be included in the Joint Venture Agreement.

- f. Bid Security as required shall be furnished by Lead Member of Joint venture.
- g. Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- h. Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both applications may be rejected.
- i. Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- j. All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- k. Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- l. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- m. All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- n. In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- o. An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- p. In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- q. The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- r. One of the partners of JV/Consortium should have downloaded the bid documents.

14. Cost of Bidding:

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

15. Site Visit:

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

- a. Bidders are advised to inspect and assess the site conditions and its surroundings and satisfy themselves before submitting their bids. In general, they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- b. Submission of a bid by a bidder implies that he has read the Tender document and has made himself aware of the terms & conditions and scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work.

16. Contents of bid Documents:

The bidder is required to download all the documents for preparation of his bid. The bidders are strongly advised to examine all the instructions, forms, terms and specifications in the Bidding documents. The Notice Inviting Tender and the Signed Tender documents uploaded. Failure to furnish all the information required by the Bidding Documents or submission of a Bid not techno-commercially responsive, in every respect, will be at the Bidder's risk and shall result in the rejection of its Bid.

17. Clarification on Bid Documents:

A prospective Bidder requiring any clarification on the Bidding Documents may request Deendayal Port Authority during Pre-BID meeting. Reply to clarifications shall be sent by DPA only if the clarifications requested for, are considered appropriate by DPA. The clarifications given by DPA will be visible to all the bidders intending to participate in the website. DPA in its sole discretion may reject the bid without providing any justification to the Tenderer.

18. Amendment to Bid Documents:

At any time prior to the last date for submission of Bids, Deendayal Port Authority may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by issuing Corrigendum and / or Addendum.

Any addendum thus issued shall be part of bidding documents and shall be notified in the website of DPA and n-procure portal. Bidders intending to participate in the tender shall be solely responsible to check the n-procure Portal and website of DPA for the amendment issued in shape of Corrigendum and / or Addendum.

In order to afford prospective bidders, reasonable time to take the amendment into account in preparing their bids, Deendayal Port Authority may at its discretion, extend the last date for the submission of bids.

19. Preparation of Bids:

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

a. Language of Bid:

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and Deendayal Port Authority shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case for purpose of interpretation of the Bid, the English translation shall be considered. The English translation shall have to be certified to be the true copy by the bidder or the person who has translated the same.

b. Bid Prices:

The amount quoted, i.e., % royalty per ton for carrying out the subject work in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The bidder shall note that the percentage royalty on HMCs Tariff is only payable by DPA.

c. Bid Validity:

The Bids shall be valid for a period of 120 days from the last date of opening of Technical Bids. A Bid valid for a shorter period shall be rejected as non-responsive. The validity of the bids may be extended by Mutual consent of the respective bidders and the Authority.

d. Bid Currencies.

The amounts specified in the Tender are in Indian Rupee (INR) only.

20. Earnest Money Deposit (EMD):

The bidders shall furnish the prescribed EMD in accordance with the terms and conditions of the tender. The EMD shall be returned to all the unsuccessful bidders. The EMD shall be forfeited under the following circumstances:

- a. If the Bidder withdraws its Bid (either Technical Bid and/or Financial Bid) during the period of bid validity, after bid opening (or)
- b. If the Bidder revises its price offer after opening of the price bid (or)
- c. If the Bidder submits fraudulent documents and / or wrong information in support of its eligibility/qualification (or)
- d. If the Bidder, having been notified of the acceptance of its bid by Deendayal Port Authority during the period of Bid validity,
 - i. Fails to sign the Agreement (or)
 - ii. Fails to submit the required initial security deposit and/or does not agree to carry out the work as per the tender conditions.
- e. In case if any amendment/circular issued by MoPSW and/or Any Government Authorities regarding EMD at the time of Hoisting the Tender document, the same will be applicable.

21. Security Deposit (SD):

The Successful Bidder shall have to furnish a Security Deposit (i.e. 10% of Estimated cost

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

put to tender) in the form of a Bank Guarantee (BG) of a Nationalised/scheduled Bank (except for co-operative banks) having its branch at Gandhdham in the prescribed format or Insurance Surety Bond as per form 8A or Digital Mode or FDR within 21 days from the date of issue of Letter of Award (LOA). It shall be returned to the Bidder within 60 days of successful completion of Contract period. The BG must be extended from time to time and shall be valid till 60 days after the expiry of the Contract period. Deendayal Port Authority reserves the right to encash the Bank Guarantee in case of any default of the Contractor. On furnishing the Security Deposit, the EMD shall be returned.

22. Documents Comprising the Bid:

All the volumes / documents of Tender shall be provided in the n-Procure portal by the "Officer Inviting the Bid". The bidder shall carefully go through the document and prepare the list of required documents those are asked for submission including cost of Bid document & Bid Security (EMD). The bid shall be technical bid and financial bid. The bid shall be prepared and stored in the system for uploading the same through n-Procure Portal online and digitally signed by the authorized representative of the bidder as follows:

23. Technical Bid shall comprise:

- i. Cost of Bid Document (Tender Fee)
- ii. Bid Security (EMD)
- iii. Goods & Service Tax (GST) Registration Certificate
- iv. Permanent Account Number [PAN] & Income Tax Return of preceding three years.
- v. Eligibility information as per **ANNEXURE-01** filled in all respects.
- vi. The supporting documents of details of works/projects executed to meet similar works experience as per the eligibility criteria indicated in the Tender.
- vii. Information regarding Annual Average Turnover as per Annexure - 01A
- viii. The supporting documents related with financial capabilities duly notarized shall be Affidavit / Certificate from Chartered Accountant mentioning turnover of last 3 (three) years ending on 31st March 2025.
- ix. Technical proposal comprising of the scope of work, detailed specifications, the offered equipment / system [wherever applicable] conforming to the technical requirements in consonance with the tender document and the commercial terms. Techno-Commercial information as per **ANNEXURE-IV** filled in all respects.

24. Price proposal by the Bidder:

- i. In the n-procure portal, the Bill of Quantity shall be made available to the bidder.
- ii. The amount quoted, i.e., % royalty per ton by the bidder for carrying out the subject work in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The bidder shall note that the percentage royalty on HMCs Tariff is only

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

payable by DPA.

- iii. The Bidder shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the percentage quoted in the Bill of Quantities, all of which shall cover all his/her obligations under the Contract and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.

Bidders shall submit offers that fully comply with the requirements of the Tender documents. Conditional offer or alternative offers will not be considered in the process of bid evaluation.

The bidders are required to upload the documents in PDF format related to their fee / pre-qualification or eligibility information/ Techno-commercial proposal and Bill of Quantities duly filled in. The bidders should upload only the documents those are asked in the preceding clauses.

25. 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 of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

The bidder shall ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful submission/ uploading of bid. The bidder should also ensure clarity/legibility of the document up loaded by him/her in the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid, if so desires, can ask for legible copies or original copies of scanned documents and statements uploaded in the portal within specified period for verification provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his Bid Security (EMD) shall be forfeited.

26. Payment of Bid Security (EMD) and Cost of Tender Document:

Earnest money Deposit (EMD) should be 2 % of the estimated cost of work.

"In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in Technical bid stage" as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Appendix -IX), failing which the bid shall be considered non-responsive

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

NIC codes regarding related activity are mentioned below:

SECTION H	Transport & Storage
Division 52	Warehousing and support activities for transportation
Group & Class	522 & 5224
Sub-class -	
52242	Cargo handling incidental to water transport

- A. The EMD upto Rs. 5 lakhs be payable either by online transfer. EMD beyond Rs.5 lakhs is also payable either by online transfer or in the form of Insurance Surety Bond Bank Guarantee for the entire amount from any Nationalized Bank / Scheduled Bank except Co-operative Bank having its branch at Gandhidham. 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.

EMD of amount: Rs. 1,01,72,205/-

Bank Guarantee in favor of “Board of Deendayal Port Authority”, issued by any Nationalized/Schedule (Except Co-operative) Bank only having Its branch at Gandhidham as per enclosed format valid for 28 days beyond bid validity).

- B. The bidders registered with Micro and Small Enterprise (MSME) in appropriate category mentioned under 16(A) above are exempted for submission of EMD and Tender Fee. Scanned copy registration may be uploaded.
- C. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- D. EMD shall be refunded suo-motto without any application from the bidders.
- E. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- F. The Bid security may be forfeited, if
- The bidder withdraws the bid after bid opening during the period of bid validity.
 - The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - The successful bidder fails within the specified time limit to
 - Sign the Agreement or
 - Furnish the required Performances security.
 - EMD If L-1 bidder failed to justify the abnormal % of royalty quoted by them

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

offer of the L-1 bidder shall be rejected, EMD shall be forfeited and they will be liable for debarring future tender from the DPA bidding for a period of three years.

27. Confidentiality of the Bid:

Strict confidentiality is observed during the bid processing. The system shall require all the mandatory forms and fields to be filled up by the bidder during the process of submission of the bid/tender.

The bidder must ensure that all the information required in the tender document is furnished appropriately, failing which the bid shall be rejected.

28. Last date for submission of the Bids:

The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared a holiday for the Officer inviting the Bid.

The officer inviting the Bid may extend the last date for submission of bids by issuing an Amendment. The new date after extension shall be available in the website of n-procure and website of DPA.

29. Late Bids:

The system shall reject submission of any bid through n-procure. For all purposes, the server time displayed in the n-procure portal shall be the time to be followed by the bidder and concerned officers.

30. Modification and Withdrawal of Bids:

In the n-Procure portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. If the bidder fails to submit his/her modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

31. Opening and Evaluation:

Bid opening dates are specified during hoisting of Tender and can be extended vide corrigendum. These dates are available in Tender document as well as home page of portal. The bids shall be opened on the specified date and time only. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal. In the event of the specified date of bid opening being declared a holiday for Deendayal Port Authority, the bids shall be opened at the appointed time on the next working day.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

The bids with appropriate tender document cost and EMD will be taken up for evaluation as per the information furnished by the Bidders with respect to the eligibility/pre-qualification, Information and Techno-commercial & other information in accordance with the Tender conditions. But evaluation of the bid does not exonerate the bidders from checking their original documents. Deendayal Port Authority reserves the right to verify the authenticity of the documents / information submitted by the bidder.

At the time of opening of "Financial Bid", the bids of those bidders who are found technically qualified shall only be opened. The remaining bids will be rejected. The system shall auto generate the Comparative statement.

The bidder will get the information regarding the status of their financial bid and ranking of their bids on Website.

32. Clarification on Bids:

To assist in the examination, evaluation and comparison of the technical bids, Deendayal Port Authority may, at its discretion, ask the Bidder for a clarification on its Bid documents. The request for clarification and the response shall be in writing and no change in percentage or substance of the Bid shall be sought, offered or permitted. If required, the Deendayal Port Authority reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

33. Evaluation and Comparison of Bids:

Conditional bids may be rejected by Deendayal Port Authority. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. The amount quoted, i.e., % royalty per ton for carrying out the subject work in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The bidder shall note that the percentage royalty on HMCs Tariff is only payable by DPA. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

34. Contacting Deendayal Port Authority:

Bidder shall not contact Deendayal Port Authority on any matter relating to its Bid from the time of the Bid Opening to the time the contract is awarded. Any effort by any Bidder to influence Deendayal Port Authority in the Bid Evaluation, Bid Comparison or Contract Award decision shall result in disqualification of the bidder and forfeiture of the EMD.

35. Award of Contract:

DPA will award the contract to the bidder whose bid is techno-commercially responsive and the amount quoted, i.e., % royalty per ton for carrying out the subject work in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The bidder shall note that the percentage royalty on HMCs Tariff is only payable by DPA.

36. DPA's Right to Accept or Reject any or all the Bids:

Deendayal Port Authority reserves the right to accept or reject any bid and to annul the

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

bidding process at any time prior to award of Bidder without thereby incurring any liability to the affected Bidder or Bidders on the grounds of Deendayal Port Authority's action.

37. Undertaking by the Bidders:

The bidders shall give an undertaking that they 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 Prevention of Corruption Act (PC Act) in connection with the bid.

38. Disclosure by the Bidder:

The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc.) in connection with the bid. Further, the bidders shall give an undertaking in respect of the following:

- a. The bidder is not Black listed / Suspended in any PSU/Government/PPP Projects.
- b. The documents submitted by the bidders for getting qualified in the bid are genuine. If any fake/ forged documents are submitted, DPA has the right to ban their business dealings

39. Integrity Pact:

The potential bidders shall download and print the IP Agreement signed by the Employer (Appendix-VI) 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 along-with the EMD and tender free in Technical bid as per the format provided in tender document.

The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the hard copy duly filled, signed IP Agreement to the XEN (H), Nirman Building, New Kandla within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.

If the Bidder JV firm IP agreement must be signed by all and all the parties of JV need to stamp and sign the Agreement., failing which bid will be considered as non-responsive.

Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The "Principal" means "Deendayal Port Authority" and "Counter Party" means "Bidder". If a Counter party commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit, would be forfeited and in addition, they may be blacklisted from the DPA business in future.

In case of violation of the Integrity Pact by Counter party after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee(s) and other payments to counter party in such cases.

GENERAL DESCRIPTION AND SCOPE OF WORK

1. Terminal Background

The existing berths CB-09 and CB-10 (from Panel 69 in Berth 09 upto end of Berth 10), with a combined length of 365 meters, are proposed to be utilized for Operational and Maintenance (O&M) activities related to the “Operation & Maintenance of existing Cargo Berths 09 and 10 (from Panel No. 69 to end of Berth No.10) for carrying out cargo handling operations by deploying Harbour Mobile Cranes (Minimum HMCs 1+1 Nos.) and other associated equipment including management and marketing” to Private Agency/Contractor for a period of Five years, plus extendable to another 1 (one) year at the discretion of the Port Authority.

The existing berth structure is a continuous quay extending from Berth-01 to Berth-10. The berth is constructed as a reinforced cement concrete (RCC) framed structure, comprising an RCC deck system supported by longitudinal and transverse beams. The structural components are integrally connected to ensure overall stability and load distribution under operational conditions.

The proposed berth segment, with a length of 365 meters, with an allowable draft is 12.5 meters below CD. The berth is accessible via the navigational channel through Kandla Creek, providing safe approach from outside the port limits.

2. Brief details of the Scope of Work:

Deendayal Port Authority invites the following scope of work.

- a. Operation & Maintenance of existing Cargo Berths 09 and 10 (from Panel No. 69 to end of Berth No.10) for carrying out cargo handling operations by deploying Harbour Mobile Cranes (Minimum HMCs 1+1 Nos.) and other associated equipment including management and marketing. The entire Project facilities and services include the CB 09 & 10 berth (365 m length).
- b. During this operational period, common user facilities like backup areas, storage areas, covered godowns/sheds, other utilities etc. will be provided by DPA upon receipt of an advance request intimation from the Contractor subject to availability, on chargeable basis as per prevailing SOR of DPA.
- c. Common user road and rail connectivity required for cargo movement will be made available by the Port Authority. While using these common facilities, the Contractor shall ensure that their operations do not cause any obstruction, delay, or inconvenience to other port users or operators or contractors. The Contractor must coordinate and conduct activities in a manner that allows uninterrupted and safe usage of shared infrastructure by all stakeholders within the port area and cooperate with other port users.
- d. The Contractor is responsible for Planning and Marketing of Cargo, loading/unloading through the Mechanical system, storage of Cargo and evacuation

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

of the Cargo through the Port.

- e. The Contractor is responsible for regular maintenance of Civil/Mechanical/Electronic infrastructure at the dedicated Cargo Berth 9 & 10, along with all the associated facilities/infrastructure provided by the Port Authority and used by the Contractor for the performance of subject work.
- f. DPA will provide such common user facilities anywhere inside the Custom bond areas on chargeable basis (i.e at prevailing SOR Rates).
- g. The scope includes Operations & Maintenance of the HMCs and associated machinery for carrying out cargo handling operations including replacement of spares and consumables from time to time to ensure that the Terminal is operated round the clock uninterruptedly and in a trouble free manner.
- h. To ensure no breakdowns of HMCs and maintain the health of the HMCs in good working condition so as to carryout trouble free operations.
- i. Evacuation of Cargo through Road/ Rail is permitted.
- j. The Standard Operating Procedure (SOP) for operating the Terminal:
 - 1. The Annual Throughput for the Terminal is taken as **5.08 Million MT**. This is for estimation purpose only.
 - 2. The Minimum Guaranteed Throughput (MGT) is **4.5 Million MT** per annum on the Contractor. The Contractor has to handle a minimum of **4.5 MMTPA**, failing which, the contractor shall make payment to DPA within 30 days for the deficit volumes of cargo, i.e., ----% royalty per ton for carrying out the subject work in the BOQ by the successful contractor x deficit volume (--- MMTPA less Actual volumes handled) = Rs.---_____. The MGT shall be calculated annually, post completion of one Year from the date of Award of contract for the 1st year of operations and so on for the subsequent years.

Besides the above the Contractor shall also make payment to DPA within 30 days for the deficit volumes of cargo, the corresponding Wharfage Charges (As per prevailing SOR of DPA for the major commodity handled in the Terminal in that corresponding year) and Stevedoring Royalty charges as notified by DPA time to time.
 - 3. As per the procedure in vogue, the Agent of the vessel declares the vessel and cargo details to the Port in advance.
 - 4. If berthing is sought at the current facility, the same shall be considered by the Port, on payment of the following charges in advance and submission of necessary documents as per practice in vogue.
 - 5. Handling Charges of HMCs as applicable on per Tonne basis.
 - 6. Vessel Related Charges including Berth hire Charges are collected as per prevailing Scale of Rates (SOR) of DPA.
 - 7. Cargo Related Charges including Wharfage, Pollution Charges and Stevedore

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Royalty as applicable per Tonne basis.

8. Any other charges applicable as per the existing procedure and norms of DPA.
9. Irrespective of whether the cargo is evacuated by rail or road, handling charges as applicable per Tonne shall be payable by the concerned to the Port.
10. Cargo Handling Charges will be notified for the above facility. The same shall be part of DPA-SOR and necessary annual escalations shall be applicable for this rate.
11. Cargo Handling Charges will be payable either by the Exporter/Importer/CHA/Vessel Agent/ Contractor, etc. in advance to the Port.
12. After berthing of the vessel, the contractor shall co-ordinate with all concerned agencies for ensuring that the cargo handling operations commence at the earliest.
13. Since the facility is provided with HMCs, the GBO norms are to be furnished for different cargoes and for different category of Vessels, when operated with HMCs and when operated with Ship Cranes.
14. Based on the above norms fixed by Traffic Department the permissible stayal of the vessel shall be arrived at and if the stayal of the vessel is beyond the permissible stayal, necessary penal berth hire charges as per the DPA-SOR shall be levied.
15. Upon completion of the cargo handling operations, the contractor shall ensure immediate display of Sailing / Shifting Flag in co-ordination with the vessel agent for sailing / shifting of the vessel from the berth.
16. The contractor shall ensure safety and security of the berth as well as the cargo handling equipment during the vessel and cargo handling operations and any damage to the berth due to the negligence of the contractor, necessary charges shall be levied.
17. The Contractor shall co-ordinate with the Exporter/Importer / Handling agents for registering sufficient number of wagon demands commensurate to the stocks available and shall co-ordinate with the Indian Railways for ensuring sufficient number of railway rakes are made available for evacuating the cargo.
18. Wagon haulage shall be the Open Terminal Haulage charge as notified by the Indian Railways from Time to Time, since the above facility is Port Operated terminal.
19. Wagon haulage (Open Terminal charges), Terminal Charges, AIEHC charges as notified by the Indian Railways from time to time shall be payable by the Exporter/Importer / CHA / Contractor, etc.
20. Wagon demurrage charges and Wagon damage & deficiency charges are payable by the Contractor as per the rates notified by the Indian Railways and DPA from time to time.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

21. Wagon Weighment Charges are also to be payable by the Contractor / Exporter/Importer / CHA, as per the Rates notified in the DPA SoR, in respect of the Railway Wagons weighed at the Port Owned In Motion Weigh Bridges (IMWB).
22. Storage charges shall be levied on the Contractor / Exporter/Importer / CHA/Agents as per the prevailing SOR of DPA
23. All cargoes for which Customs Out Of Charge (OOC) is not received shall be kept in the above transit area and the traffic staff posted at the facility shall ensure collection of necessary transit dues as per DPA-SOR and the cargo shall be delivered only on receipt of Customs Out Of Charge.
24. The area with in the terminal other than that demarked for transit storage shall be allotted for the vessels handled at the above facility under license basis by the Traffic Department, as is being done at the other DPA operated berths.
25. In respect of any other issues there may arise during operations, the decision of DPA is final and binding on the Contractor and/or its Representatives/Agents.
26. Tariff applicable i.e. the DPA's Scale of Rates in force.
27. Charges for use of 120 MT capacity Harbour Mobile Crane to be installed by the Contractor as a part of Project.

a. For Dry Bulk Cargo:

Average daily crane performance (in Metric Tonne)	Ceiling rate per Tonne (in Rs.)	
	Foreign	Coastal
Upto 13506	70.76	42.45
13507	74.30	44.57
13508 - 14507	77.84	46.70
14508 - 15507	81.38	48.82

Note: To calculate the incremental ceiling rates as shown above the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 17,000 Tonnes. The Contractor shall refer to the prevailing SOR of DPA time to time and get themselves appraised of the same and the above rates will change according to the applicable SOR of DPA.

b. For Break Bulk Cargo:

Average daily crane performance (in Metric Tonne)	Ceiling rate per Tonne (in Rs.)	
	Foreign	Coastal
Upto 6400	149.32	89.59
6401	156.79	94.07

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

6402 - 7401	164.26	98.55
7402 - 8402	171.72	103.03

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand Tonnes. The same methodology shall also be adopted to calculate the rate beyond 9,200 Tonnes. The Contractor shall refer to the prevailing SOR of DPA time to time and get themselves appraised of the same and the above rates will change according to the applicable SOR of DPA.

c. For Project Cargo:

Average daily crane performance (in Metric Tonne)	Ceiling rate per Tonne (in Rs.)	
	Foreign	Coastal
Upto 4199	227.56	136.53
4200	238.94	143.36
4201 - 5200	250.31	150.19
5201 - 6200	261.69	157.01

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand Tonnes. The same methodology shall also be adopted to calculate the rate beyond 6,500 Tonnes. The Contractor shall refer to the prevailing SOR of DPA time to time and get themselves appraised of the same and the above rates will change according to the applicable SOR of DPA.

- i. In case, the successful Bidder seeks permission to use the existing facility for handling cargo during the period from the date of issue of LOA to the date of installation and commissioning of HMCs, the same % of royalty quoted above shall be applicable.
- ii. For financial evaluation, the amount quoted, i.e., % royalty per Tonne for carrying out the subject work in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The bidder shall note that the percentage royalty on HMCs Tariff is only payable by DPA.

3. PRE-QUALIFICATION CRITERIA:

1. The Bidder must have handled an average of 2.54 Million Metric Tonne of Dry Bulk Cargo and/or Break Bulk Cargo in any Port or in any other organization consecutively for three years during the last five years ending on 31st March, 2025.
2. The Bidder must have an average Annual Turnover of 30% of put to tender amount i.e **Rs. 15,25,83,070/-** or more during last three financial years ending on 31st March 2025.
3. Bidders who have been debarred/ terminated by any principal because of breach of contract during the last 7 years are not allowed to participate in this tender

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

4. The Bidder must have handled an average of 2.54 Million Metric Tonne of Dry Bulk Cargo and/or Break Bulk Cargo in any Port or in any other organization consecutively for three years during the last five years ending on 31st March, 2025. In case of Consortium or Joint Venture, cargo handling of all the JV partners per annum in any port/ any other organization consecutively for three years during the last five years ending on 31st march 2025, will be considered collectively to qualify for the 2.54 Million MT of cargo handling per annum criteria. In case of work experience issued by private organization, the bidder has to submit the TDS Certificate, if any, in addition to the work experience certificate, failing which the bid shall not be considered.
5. The existing PPP/BOT Operators (Including their associates) of DPA are **not** eligible for the present Tender.
6. The bidder should have a minimum of 05 years' experience in Stevedore and possess a valid Stevedore License.
7. The bidder should have a valid custom house agent license.
8. Joint venture is acceptable subject to meeting the criteria as per the Tender document.
9. Cost of tender document and EMD shall be deposited as per the instructions given to the bidders in the Tender document. A self-signed copy of acknowledgement should be uploaded by the bidder in the Portal in the designated place of the technical bid while submitting the bid in respect of documents regarding EMD and tender document cost.
10. The Bidder must have Goods & Service Tax (GST) Registration Certificate.
11. The Bidder must submit PAN & Income Tax Returns of preceding three years.

Similar nature of works means:

Similar Nature of Works mean works similar to the one intended for the particular job as under:

- i. Similar Works / Contracts shall mean (a) Operation and Maintenance of Dry Bulk cargo and/or Break bulk cargo Terminals/Terminals in Port Sector and/or (b) Stevedore & cargo handling activities.

i.e. End to End Logistics providers in Port Sector (right from vessel nomination to the discharge of cargo through rail/road.)
- ii. The Bidder should be aware of the Port Operations and Facilities and capable of handling Rail / Road Loading Operations for participating in the Bid.

Turnover: The tenderer has to submit details of average annual turnover of not less than 30% of amount put to tender during the last 3 years ending 31st March, 2025 of the previous financial year issued by any Chartered Accountant, otherwise their tender will not be opened.

The tenderer will be short listed based on the information regarding qualification criteria

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

such as experience in similar nature of works, turnover, etc. submitted by the tenderer along with their tender. Accordingly, price bids of the tenderer those are short listed by Tender Committee will be opened.

Conditions for participation of Joint Venture (JV) firms. (Applicable to the tenders with estimated cost put to tender is more than **Rs.10.0 Crores**. (The Format of the letter of Acceptance by each member in case of Joint Venture is attached at Appendix-II).

4. Details of Cranes

a. Harbour Mobile Cranes to be installed:

The old Harbour Mobile Cranes (i.e less than 5 years old with prescribed technical specifications) has to be Supplied, Installed, Tested, and Commissioned within 4 (four) months from the date of issue of Work Order. The 2nd Harbour Mobile Crane needs to be supplied, installed, tested, and Commissioned within 4 (four) months after commissioning of 1st Harbour Mobile Crane (HMC) as per the requirement of DPA. In case, the bidder intends to supply new Harbour Mobile Cranes, the same is to be Installed, Tested, and Commissioned within 9 (nine) months from the date of issue of Work Order. The Bidder shall arrange to supply, install, test & commission the Cranes within the stipulated period. The Bidder shall submit the documentary evidence such as relevant certificates from DG FASLI and all other statutory bodies towards the readiness of the HMCs for commencing the operation.

The Contractor shall diligently make sure that the operations commences on or before 4 (four) months from the date of receipt of Work Order.

During the above 4 months' period (or earlier to initial 4 months) or till the Contractor commences operations, DPA will operate the Terminal for its regular cargo operations and for which the Contractor shall not claim any amounts from DPA.

b. Performance of the Cranes:

The Cranes should always be available on demand with 4 hrs. prior notice. Additional time will be given if, the Cranes required to travel from one berth to another berth as per the rated traveling speed.

c. Maintenance:

Maintenance of Harbour Mobile Cranes is the responsibility of the Bidder for efficient & reliable operating conditions so as to ensure maximum availability and productivity of the equipment.

The Bidder shall deploy an effective maintenance team comprising of engineers & technicians to take up preventive, predictive and corrective maintenance activities during the Contract period.

d. Preventive maintenance of HMCs:

It covers the maintenance activities to be done as per preventive maintenance schedule (PMS) which is related to time like daily/weekly/monthly/quarterly/half yearly/ yearly basis or equipments running hour as per the recommendation of OEM. The Bidder shall prepare

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

a routine maintenance plan as per the recommendation of OEM and ensure timely maintenance of the system. The work which cannot be taken up as per schedule for some reason can be taken up at a deferred schedule. PMS record should be maintained by the Bidder which can be produced to Officer In-charge (OIC) for verification on demand.

For routine preventive maintenance, each crane will be allowed one & half hours daily and three days in a month. The HMCs provider may avail three days for the crane maintenance in consultation with Traffic Department with written clearance from them.

e. Penalty in case of breakdown of HMCs :

1st 30 days - Rs.4,000/- per hour or part thereof.

From 31st day to 45th day (fifteen days) – Notice will be issued on the 31st day to the Bidder to rectify the breakdown within fifteen days or to replace the HMC with another HMC duly meeting all the pre-Qualification Criteria in the Tender.

In case, the Bidder fails to rectify or replace the HMC, termination notice will be issued as per terms and conditions of the Contract on the 46th day (after 1½ month from the date of initial breakdown). However, penalty will be levied @ Rs.4,000/- per hour or part thereof till the date of termination.

In case shifting of a vessel becomes necessary due to breakdown/non- performance of HMC, the shifting charges of the vessel from the berth to anchorage or any other convenient location at the discretion of DPA will be recovered from the Contractor in addition to a penalty of Rs.1,00,000/-. The shifting charges so recovered will be refunded to the vessel's Agent while the penalty will be retained by the Port.

f. Non-payment of penalty amount:

The penalty arising out of any reason shall be deposited by the Bidder within 30 days from receipt of such intimation from Licensor. Non-deposit of penalty within the specified time will attract interest as per SOR from the date of default and shall be resulted in one or any combination of following actions which will be taken by Licensor.

For any outstanding dues, DPA is at liberty in adjusting from Security Deposit by encashing the Security Deposit (SD). The balance amount of Security Deposit shall be refunded after submission of new BG having validity as of earlier BG.

And also temporary suspension of Contract of HMCs for operation with immediate effect besides recovery of the due amounts by DPA, if any, from any other contract under execution by the Bidder in DPA.

It may also attract Fore-Closure / Termination of Contract, purely at the discretion of DPA.

g. Maintenance of contemporary records:

The Bidder shall maintain requisition and supply records, cargo handling records etc. with timings for compilation to ascertain the monthly performance of the crane. The format for such records and other necessary operational records shall be finalized in consultation with the Officer In-charge and the representative of the Traffic Department. Also, these formats or new formats shall be revised / derived if required during the Contract period. For this

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

purpose, the Bidder shall have to provide a set of latest computers with a printer in the control room of the crane for generation of records pertaining to operation and maintenance of the crane.

h. Flexibility in operation:

If required, multi-operation of HMCs can be undertaken by DPA for vessel loading/unloading operations at Berth No9 &10. If the berth 09 & 10 are kept idle (due to lack of cargo or vessels calling in at berth 9 & 10) continuously for more than 24 Hrs. by the Contractor, DPA is at liberty to use the berths for berthing of DPA vessels and commence cargo handling for the cargoes accounted for DPA. In such case the Contractor shall not be eligible for any payments from DPA except for 50% of their share of Crane hire charges (50% of BoQ royalty %).

The Contractor shall note that the Bollard No.69 & 85 are used as common user facility for mooring purpose by other adjoining operators at DPA.

Note: All types of bulk cargoes and break-bulk cargoes are permitted to be handled by the Harbour Mobile Cranes.

i. Details of Harbour Mobile Cranes to be installed as a part of Project:

The Harbour Mobile Cranes to be deployed shall meet the following requirements:

- a) Maximum reach (Greater than) ≥ 48 mtrs
- b) Lifting Capacity of the Crane equal to 120 T
- c) Load bearing capacity of Quay should not exceed 5 T/m²
- d) Age of the Crane: Less than 5 (five) years old from the date of first commissioning of the crane.
- e) Deployment of Liebherr Make and Model: LHM 400 shall not be allowed.

The bidder may please note that the specifications mentioned above are indicative only. Subject to the prior approval of the Port Authority, the bidder may adopt its own design so as to fully meet the functional requirements in all respects without sacrificing the safety, quality, efficiency and reliability in any manner. The HMCs must be suitable for cargo handling operation in vessel with beam up to 40 meters. All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment.

All Bulk and Break Bulk Cargoes are permitted to be handled by the HMCs and other associated equipment's. The proposed HMCs are intended for use at CB 09 & 10 Berth (from panel no.69 upto end of Berth 10).

PREAMBLE TO BILL OF QUANTITIES - BOQ

1. GENERAL INSTRUCTIONS:

- a. This bill of quantities (Schedule “B”) must be read in conjunction with the Scope of the work including Standard Operating Procedures, General conditions, additional and special conditions and all other terms & conditions of contract and the contractor(s) shall be deemed to have examined the Scope of the work including Standard Operating Procedures, General conditions, additional and special conditions and all other terms & conditions of contract and acquainted himself with the detailed descriptions of the work to be done, and the way in which they are to be carried out.
- b. The contractor(s) shall be deemed to have visited the site “Cargo Berth No. 09 & 10 which includes Civil / Mechanical / Electrical infrastructure, common user facilities like backup areas, storage areas, closed sheds, road & rail connectivity etc. before preparing his tender and to have examined for himself the conditions under which the work will proceed and all other matters affecting carrying out of the works and cost thereof.

2. RATES AND PRICES TO BE INCLUSIVE:

- a. Rates and prices of the work are to be the full value of the Scope of the work including Standard Operating Procedures and are to cover the cost of provision of the entire Operation & Maintenance Operations (O & M) including Marketing (end-to-end operations) including all required skilled Material Handling Equipment, HMCs, manpower and non-skilled manpower, officers, supervision, materials, spares, insurance, maintenance, marketing, managing, overheads and profits and every incidental and contingent cost and charges whatsoever obligations under the Contract and all matters and things necessary for the proper completion and operation and maintenance of the works.
- b. The Contractor shall indicate in the prescribed Bill of Quantity tender document, the % royalty per tonne towards fulfilling all obligations under the contract “Operation & Maintenance of existing CB 09 & 10 Terminal (Panel No.69 Upto end of Berth No.10) for carrying out Cargo Handling Operations by deploying Harbour Mobile Cranes (Minimum HMCs 1+1 Nos.) and other associated equipment including Management and Marketing (end to end operations)” and including electricity consumption charges, STP charges, fresh water charges, transport charges, custom duties, octroi/entry tax, excise duty, sales tax, works contract tax, turnover tax, all types of cess, any other duties, taxes or incidentals, insurance, compliance with statutes & regulations, retrenchment benefit etc. and applicable GST whatsoever payable for satisfactory performance of the contractor's obligations under this contract.
- c. In order to prepare a realistic and competitive bid, the bidders are advised to assess

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

the site conditions at “CB 09 & 10 Berths and Civil / Mechanical / Electrical infrastructure, common user facilities like backup areas, storage areas, closed sheds, road & rail connectivity etc. cargo prospects, contract modalities, nature and quantum of the work to be done correctly before submission of the bid.

- d. For financial evaluation, the amount quoted, i.e., % royalty per ton for carrying out the subject work, in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The bidder shall note that the percentage royalty on HMCs Tariff is only payable by DPA.

Work Schedule

The tenderer shall be required to quote O&M Rate per Metric Tonne.

Sl. No	Description	Quantity	% of Royalty per Metric Tonne (exclusive of GST) to be quoted by the Bidder
1	“Operation & Maintenance of existing Cargo Berths 09 and 10 (from Panel No. 69 to end of Berth No.10) for carrying out cargo handling operations by deploying Harbour Mobile Cranes (Minimum HMCs 1+1 Nos.) and other associated equipment including management and marketing” as per the Scope of work including SOP and all other terms & conditions in the Contract.	1 Metric Tonne	% of royalty required by the Bidder has be quoted only in the n-Procure Portal in Financial Bid. Any bidder quoting the % royalty in the Technical Bid shall not be considered by DPA.

Conditions:

- i. For financial evaluation, the amount quoted, i.e., % Royalty per ton for carrying out the subject work specified in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder.
- ii. The bidder shall note that the % of Royalty quoted by the bidder on HMCs Tariff shall only be payable to the Contractor by DPA and no other monies will be paid to the Contractor by DPA.
- iii. For the purpose of calculation for the entire period of Contract, SOR Rate of DPA of HMCs prevailing on the date of Bidding with a fixed annual escalation of 2% will only be considered, irrespective of any subsequent change of SOR of DPA. There shall not be any discounts applicable on HMCs Rates, only the rates stated above will be applicable.
- iv. All the charges under this O&M Contract shall be collected only by DPA and the corresponding % Royalty per ton for carrying out the subject work specified in the BOQ will be paid to the Contractor as per the terms and conditions of the Contract.

PRE-BID MEETING

It is proposed to hold a Pre-bid meeting in order to clarify and discuss issues with respect to the Project, or any other related issues. The meeting shall be held as per Schedule date in the Board Room at Administrative Office Building (AOB), Deendayal Port Authority, Gandhidham -370201 or Through Video Conference at the same date and time.

Pre-bid meeting will be held in the presence of the tenderers/their representatives who may wish to present. Any claim or query on any issue, at a later date will not be entertained.

Tenderers are advised to forward their queries, if any, on before the Schedule date duly indicating their intention to attend the Pre-bid meeting to:

EXECUTIVE ENGINEER (H)
Deendayal Port Authority,
Nirman Bhavan, Kandla - 370 210.
District -Kutch, State - Gujarat
INDIA.
E-mail: kphdivision@gmail.com

1. All the queries raised in the pre-bid meeting along with clarifications will be uploaded in the web site.
2. All enquires shall be addressed to the above address in writing by letter or facsimile transmission and mail:
3. No interpretation, revision, or other communication from the Port Authority regarding this solicitation is valid unless in writing and is signed by the Executive Engineer (H), Nirman Bhavan, Deendayal Port Authority, Kandla, Gujarat - 370210 written copies of the Port Authority responses, including a description of the enquiry but without identifying its source will be sent to all the Tenderers.
4. During the Pre-Bid meeting, the queries received in advance would be clarified first, followed by those raised during the meeting. The Deendayal Port Authority's response would be uploaded in the web site.
5. The Tenderer (s) has to make a complete & careful examination and independent evaluation of the tender notice, Scope of the project, site, local conditions, Project facilities including berth and Civil / Mechanical / Electrical infrastructure in the terminal, terms and conditions of the tender, Electrical charges applicable, STP /Fresh water charges, prevailing Handling charges, Standard operating procedures, physical qualities of ground and all information provided by the Deendayal Port Authority in the tender and has to determine to his satisfaction the accuracy, nature and extent of difficulties, risks that are likely to be faced by him during the course of performance of its obligations as per contract. Any clarifications ambiguities and inconsistencies in the tender shall be raised by the tenderer along with other tenderers in the pre bid meeting or during the process of bidding only but not after opening of the bids. No claim on this account will be entertained.

SPECIAL CONDITIONS OF CONTRACT

1. Site Visit, Pre-Bid Meeting and Clarification to Bidders:

The prospective bidders are strongly advised to depute their technical experts at their cost with authorization letter to visit the site to assess and examine the site conditions, requirement, the nature and quantum of work so as to prepare a realistic and competitive bid for the execution of the work. It is the responsibility of bidders to collect all information to their satisfaction in order to fulfil the obligations under the contract.

In the pre-bid discussion, maximum 02 members from each firm are allowed to participate. Consolidated list of queries by the bidders and response of DPA will be issued by DPA as addendum subsequently in the website.

3. Retrofit Activities of Berth No.10 (Panel No.77 to Panel No.85):

The bidders shall note that currently DPA is undertaking the work of retrofitting of Berth No.10 (Panel No.77 to Panel No.85). Therefore, the Contractor (Successful Bidder) will be given the suitable berth length for carrying out operations as per availability and the convenience of DPA, without hindering the proposed retrofitting work.

4. Bid Price:

- a. The contract shall be for the whole works as described, based on the required % of Royalty from the HMC charges (Applicable & prevailing SOR of DPA) submitted by the bidder, as per the Scope of work including SOP and all other terms & conditions in the Contract” is applicable for the contract period.
- b. The Contractor shall consider all costs towards required skilled manpower and non-skilled manpower, officers, supervision, HMCs, other material handling equipment, materials, spares, insurance, maintenance, marketing, managing, overheads and profits and every incidental and contingent cost and charges whatsoever obligations under the Contract and all matters and things necessary for the proper completion and operation and maintenance of the works. Further, to consider fulfilling all obligations under the Scope of Work of the Contract including all electricity consumption charges, STP charges, fresh water charges (if only available), transport charges, custom duties, works contract tax, turnover tax, all types of Cess, any other duties, taxes or incidentals, insurance cost, compliance with statutes & regulations, retrenchment benefit etc and applicable GST whatsoever payable for satisfactory performance of the contractor’s obligations under this contract.
- c. DPA may reject any bid which is priced in violation of the above requirements. The evaluation and comparison of bids by DPA shall be made accordingly.
- d. Works/Items not specially listed in the Bill of Quantity but required to be executed for satisfactory compliance with the bid requirements as specified, shall not be separately paid by DPA when executed and shall be deemed to be covered under royalty contained in bidder’s Financial bid. In order to prepare a realistic and

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

competitive bid, the bidders are advised to assess the site conditions, nature and quantum of the work to be done, material and manpower requirements etc. correctly before submission of the bid.

- e. Harbour Mobile Cranes (Minimum HMCs 1+1 Nos.) are to be supplied to handle all bulk and break bulk cargoes. Hence bidders are advised to quote their royalty considering the O & M cost arising out of handling normal/oversized/big size bulk materials and break bulk cargoes.
- f. The royalty quoted for is applicable for entire Operation & Maintenance including marketing (end to end service) of the facility for 05 (five) years of the Contract. The % of royalty quoted by the Bidder shall hold good and shall be binding on the bidder, notwithstanding any increase in the prices of materials & labour, fuel & power, Taxes, Duties or any other charges whatsoever and the bidder shall not be entitled to claim any increase over the % of royalty quoted by him during the period of the Contract. The % royalty for item at Sl. no.1 of BOQ for 6th year (if only extended at the sole discretion of DPA) will remain the same, subject to satisfactory performance.

5. Bid Validity:

The bids shall be valid for a period of 120 days from the date of opening of Financial Bid.

6. ADDITIONAL GUARANTEE:

The Successful Bidder shall furnish Additional Guarantee for an amount of **Rs.5,08,61,024/- (Rupees Five Crore Eight Lakhs Sixty-One Thousand and Twenty Four Only)** in the form of a Bank Guarantee (BG) of a Nationalised/scheduled Bank (except for co-operative banks) having its branch at Gandhdham in the prescribed format or Insurance Surety Bond as per form 8A or Digital Mode OR FDR within 21 days from the date of issue of Letter of Award(LOA). Such Additional Guarantee will be towards DPA's infrastructure i.e. berth and Civil / Mechanical / Electrical Infrastructure available as a part of Project, Safety, Security, repairs, maintenance and to ensure proper running condition during contract period. The BG should bear the Tender No. and name of the work for future references. The BG should be valid till completion of the Contract Period. The Bank issuing the BG should send the same in original to Deendayal Port Authority in the address as given in the Tender so that it reaches Deendayal Port Authority on or before the stipulated date.

The Additional Guarantee shall be returned to the Bidder within 60 days of successful completion of Contract period. The BG must be extended from time to time and shall be valid till 60 days after the expiry of the Contract period. Deendayal Port Authority reserves the right to encash the Bank Guarantee in case of any default of the Contractor.

7. Minimum Guarantee Cargo/Throughput (MGC):

The Successful Bidder shall make no attempt at any time to revoke the BG executed in favour of DPA before completion of all the contractual obligations. The Contractor has to handle a minimum of 4.5 Million Tonnes Per Annum (4.5MMTPA), failing which, the contractor shall make payment to DPA within 30 days for the deficit volumes of cargo, i.e.,

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

% royalty per ton (i.e DPA's % of Share) x deficit volume (4.5 MMTPA less Actual volumes handled by the Contractor) = Rs. .

Besides the above the Contractor shall also make payment to DPA within 30 days for the deficit volumes of cargo, the corresponding Wharfage Charges (As per prevailing SOR of DPA for the major commodity handled in the Terminal in that corresponding year) and Stevedoring Royalty charges as notified by DPA time to time.

8. Liquidated Damages:

a) LD Clause for delayed commencement of work:

If the Contractor has not commenced the work on or before 4 (four) months from the date of receipt of Work Order, 0.5% LD will be levied for each week on % royalty per ton (i.e % of DPA share) on total Capacity of 4.5 MMTPA.

If the Contractor has not commenced the work even after 4 (four) month from the date of imposing LD, the Contract will be cancelled.

9. Performance Parameters (OSBD):

The parameter deals with the productivity of the terminal (Gross Berth Output) for different types of cargo. In case of dry bulk and steam coal cargo, the capability of the terminal (mechanization, method of handling) and parcel size will determine the Gross Berth Output. Higher terminal capability and greater parcel size will lead to high productivity.

The Gross Berth Output shall be calculated as the total cargo handled (either loaded/unloaded) from the ship during the quarter, divided by the number of working days of the ship at the working berth. While determining the number of working days / hours, delays not attributable to the Contractor shall be excluded i.e pre- commencement delays, post completion delays and delays due to bad weather are excluded from the Vessel total stay at the berth in hours for calculating OSBD.

Cargo Category	Indicative norms
DRY BULK CARGO	20,000 Tonnes per day
BREAK BULK CARGO	7,000 Tonnes per day

Note: The above norms are only indicative, DPA has the liberty to revise/change the above indicative norms based on the nature of cargo and specifications of vessels handled at the facility

Based on the above norms fixed, the permissible stay of the vessel shall be arrived at and if the stay of the vessel is beyond the permissible stay, necessary penal berth hire charges as per the DPA-SOR shall be levied.

The Contractor shall ensure the above standards for all the vessels handled by it at all times (PWWSHINC: Per weather working day Sundays and Holidays Included). Calculation of average berth day output shall be as per the notes given above.

Performance evaluation will be made for every vessel upon completion of cargo handling basing on the reports furnished by the Contractor confirmed by the Port Authority.

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Liquidated damages of 1% shall be levied for every shortfall of 10% in the performance standards for each of the commodity group separately. The liquidated damages so collected shall be paid to the Port Authority. The Contractor shall be responsible and make good of any demurrages /damages/penalties claimed by the Vessel Owner/Agents/Port users towards the default of the Contractor.

10. Warranty:

The Contractor shall warrant the Port Authority that the Terminal and machinery along with project facilities handed over by the Port Authority to the Contractor under this Contract, will comply strictly with the Contract, shall diligently comply all terms and conditions of the Contract and keep the Port Authority free from any demurrages/defects/penalties/liabilities/disputes/claims/damages. The Contractor shall further warrant the Port Authority that all materials, equipment and the supplies handed over by DPA will be made use for their intended purposes and shall be handed over in good working condition post completion of the contract period.

The Port Authority shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to and liabilities on DPA.

If the Contractor, having been notified, fails to remedy the defects in accordance with the contract, DPA may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost, duly encashing the Additional Guarantee of **Rs. 5,08,61,024 /-** submitted by the Contractor towards replacement / repairs/ maintenance of the damaged DPA infrastructure along with the Project facilities.

11. Payment Terms:

The payment to the Contractor shall be carried out by DPA and will be made as per the following terms:

The contractor shall be paid for the overall comprehensive services rendered by them on monthly tonnage basis i.e., the amount quoted % royalty per ton for carrying out the subject work in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The bidder shall note that the percentage royalty on HMCs Tariff is only payable by DPA, as per the certification of the Traffic Department along with certification of the monthly reports.

- i. Payment shall be released on submission of Tax Invoice as per GST Rules on certification of the volumes by Traffic Department.
- ii. "The rates quoted by the contractor shall be deemed to include all expenses in handling bulk cargo and break bulk cargo in the terminal (end to end services, right from vessel nomination, handling of cargo in the Terminal to the discharge of cargo through rail/road including railway charges) including payment of applicable wages rates to the labour as and when revised in compliance with the statutory regulation"

2. Contract Period:

The Contract period is for 5 (Five) years and extendable by another 1 (One) year subject to

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

satisfactory performance and at the sole discretion of DPA.

3. Date of Commencement of Work:

The date of commencement of work will be 4 (four) months from the date of receipt of Work Order.

4. Facilities to be Provided on part of DPA's Obligation:

- a. Cargo Berth No. 9 & 10 are provided by DPA to the Contractor on the date of award of contract on "as is where is basis", for carrying out end to end logistics, i.e., operation and maintenance of the CB 09 & 10 Berth along with Marketing and Administration of the Terminal. The Contractor shall be responsible to ensure safe and efficient operations of the Terminal without causing any hindrance to DPA and/or Other Port Users.
- b. Electricity for execution of the work shall be provided on chargeable basis to the Contractor.
- c. Subject to availability, common user storage facility/land, covered godowns and backup yard and other common facilities for execution of the work may be provided on payment of applicable tariff (prevailing SOR) notified by DPA from time to time. The Contractor shall ensure that the land is used for the purpose of handling cargo for this Terminal only. Any misuse or unauthorized use of the land allotted for any other purpose shall lead to cancellation of the plots / land allotted by DPA.
- d. All office equipment including PCs, Telephone, Internet etc. required for the Contractor's establishment shall be arranged by the contractor at his own cost. However, all infrastructure provided by DPA at the time of taking over of the berth shall be handed over by DPA shall be taken care of by the Contractor and return the same in good working condition (except for normal wear and tear) post completion of the contract. Damages if any may be rectified accordingly at his own cost.
- e. Medical facility will not be provided by the DPA to the Contractor. However the contractor's personnel can be provided with medical facilities at DPA Hospital in emergency cases only on payment basis.
- f. Issuance of RFID Gate passes by DPA to Contractor's personnel for entering into the prohibited area shall be governed by the policies of DPA which is notified by DPA from time to time from security angle.
- g. Administrative support only, for obtaining clearance from any statutory authority, shall be provided by Deendayal Port Authority.

5. Spares Required:

The Contractor shall maintain the minimum spares required time to time for running the HMCs trouble free. Maintaining the spares is the responsibility of the Contractor to keep the HMCs in good running condition. All the consumables required are to be maintained by the Contractor. The Contractor is required to maintain the Maintenance Schedules as required for operating the HMCs. The damaged spare or machinery shall be replaced

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

within short period of time to ensure trouble free and uninterrupted operations.

6. Drawings and Manuals of the HMCs and Associated Equipment:

Drawings, specification and manuals of the HMCs and Associated Equipments deployed by the Contractor for carrying out cargo handling operations are to be maintained by the Contractor. The records of the same shall be available round the clock for inspection of any DPA official at any point of time. It is the responsibility of the Contractor to keep the above in the safe custody with satisfactorily indexed. Photos of important activities may also be kept. The Contractor is also responsible for preparing drawings afresh for missing drawings or non-available drawings and updating the HMCs drawings on a regular basis to ensure that they are always maintained in a current state.

7. Deduction on Default:

Availability factor of machines, equipment and systems as per norms on demand, maintaining the rated Terminal capacity, up keeping of proper cleanliness/housekeeping, carrying out proper maintenance, attending breakdown in time (rectification of faults), inventory management and following the safety aspects, statutory norms and regulations are the essence of this contract. Therefore the Contractor shall meet the performance parameters / norms / obligations pursuant to the contract. Failure on the part of the Contractor to comply with the requirements shall attract a deduction on account of under performance. All the deductions on account of under performance is effective from the date of commencement of the work.

8. Desired:

Unless specified by the vessel, the contractor shall guarantee to maintain the unloading/Loading rate (excluding the stoppages beyond contractor's control) as desired operational rating of the equipment. However, the unloading/loading rate below the desired rating as asked by the vessels shall be maintained by the Contractor.

9. Termination of the Contract:

In pursuant of General Directions and Conditions of the Contract, Clause-26, the Port Authority will be entitled to foreclose and terminate the Contract, at any time, should, in the Port Authority's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the employer, of such termination and reasons thereof, shall be conclusive evidence thereof and be binding on the Contractor.

In view of operational requirement, DPA has right to cancel or pre-close the work without assigning any reason duly giving a notice period of one month.

In the event of non-performance, poor performance or lack of diligence by the contractor, the contract will be liable for termination by serving one month notice, and in that event, the performance Guarantee (Security Deposit) which is in the form of Bank Guarantee (BG) will be encashed by Deendayal Port Authority.

10. Spares Maintained and Taking Over:

CIVIL ENGINEERING DEPARTMENT

Any Insurance / Spares / Machinery other than consumables procured by the prospective bidder during the contract period for the use of HMCs to meet the exigencies and are not consumed in the said period by the Contractor are taken back by the Contractor after completion of the contract period.

11. Requirement of Pay-Loaders, Hydra Cranes, Maintenance Vehicles, Loaders, Trailers/dumpers, Trucks etc.:

The Contractor shall deploy and maintain the required adequate number of Pay-Loaders, Hydra Cranes, Maintenance Vehicles, Loaders, Trailers/dumpers, Trucks etc. to ensure trouble free & uninterrupted operations for carrying out unloading and loading operations.

12. Responsibility to Rectify Loss or Damage:

If any loss or damage happens to the works/property, or any part thereof due to negligence of the Contractor for which the Contractor is supposed to take care thereof during the period of the contract, the Contractor shall, at his own cost, rectify such loss or damage to the works/property to the satisfaction of the DPA. The Contractor shall also be liable for any loss or damage like damage to Trucks/vessels / Railway wagons/Any other Port assets and/or Third Party assets, in the course of any operations carried out by him and rectify the same in a time bound manner for the purpose of complying with his obligations under the Contract.

In the event of an emergency where, in the judgment of DPA, delay would cause serious loss or damage, repairs or adjustments may be made by DPA or a third party chosen by DPA without advance notice to the Contractor and the cost of the work shall be paid by the Contractor.

13. Handing Over of DPA Assets (i.e., Berth and Civil / Mechanical / Electrical Infrastructure):

The Contractor is responsible for handing over of the DPA assets along with Project Facilities in good working conditions post completion of the Contract Period. The Contractor should ensure that the handed over equipment are free of any damages/repairs. Any repairs/breakdowns noticed/observed in the DPA assets post completion of the contract period and not rectified by the Contractor, the cost for the same shall be recovered duly encashing the Additional Guarantee submitted.

The Contractor has to handover the assets of DPA duly conducting condition survey in presence of DPA personnel / DPA appointed consultant, after completion of the contract period.

14. Site Safety & Environment Protection:

The Contractor, during the execution of the work, shall be solely responsible for complying all the statutory requirements of Government Bodies or any statutory bodies with respect to site health, safety, security and environment.

15. Quality Assurance Plan, Inspection and Testing:

The Contractor shall submit Quality Assurance Plan for acceptance of the DPA before commencement of work. This shall contain the list of Tests and Inspections proposed to be

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

done by the bidder during execution of the contract period and also the standards followed. The bidder shall permit DPA representative for periodic inspection and the condition assessment of the HMC along with Project Facilities. The 3rd Party inspection personnel engaged by DPA shall be allowed to inspect and assess the condition of the Terminal. Any hindrance in this issue shall not be acceptable by DPA.

12. Time is the Essence of the Contract:

Time is the essence of the Contract and the Contractor shall ensure that all the obligations under the Contract are completed satisfactorily within the agreed time schedule. The Contractor shall be solely responsible for all the demurrages, delays including the delays caused by its vendors, damages of equipment, non-availability of staff, operational issues, withholding of payments. In case of delay in the progress of the works, DPA reserves the right to withhold the payment, cancel the Contract unilaterally or complete the work departmentally or by engaging any other agency at the cost and risk of the bidder.

13. Contractor's Obligation:

The Scope includes the responsibility of the bidder for running the HMCs at the CB 09 & 10 Berth along with Project Facilities, commencing from marketing of cargo, loading/discharging through the semi mechanical system (HMCs) available at the facility, storage of cargo and evacuating the cargo through the Road / Rail, etc.

All the materials and works including labour required for operation and maintenance of the HMCs Terminal including loading and unloading of cargo from ship to dispatch / loading of rakes / trucks. The bidder has to follow the Standard Operating Procedure prescribed by Deendayal Port Authority without any deviation. Any deviation in this regard shall be treated as default on the part of the bidder.

ADDITIONAL CONDITIONS OF CONTRACT

14. Site of Work:

The work site is situated on the Inner Harbour which is a restricted area; The Contractor(s) shall obtain necessary passes for himself, his workmen and vehicles, machinery etc., from the Commandant, C.I.S.F of Deendayal Port Authority and ensure that the passes are kept in force till the completion of the work. The Contractor or its Personnel including labor shall abide by all the safety precautions and security regulations to be observed in restricted areas of the Port as per the rules in force from time to time. No Claim whatsoever on account of delay in obtaining or renewing the entry passes will be entertained by DPA.

15. Sub Contracts:

The Contractor shall not sub-contract all or any part of this contract without getting DPA's prior approval in writing and the Contractor shall guarantee that the Sub-Contractor, for any part of the work under this contract will comply fully with the terms and conditions of the Contract. The Contractor shall clearly indicate the purpose for which the Sub- Contractor is to be deployed. The Contractor shall ensure that:

- i. The Sub-Contractor has not been de-barred to participate in any tender either by DPA or any other Govt. Organization and
- ii. The Sub-Contractor is competent to undertake the work assigned to him.

16. Payment to Sub-Contractors:

The Contractor shall ensure that timely payment is made to their sub-contractors. In case of dispute between the Contractor and its sub-Contractor, DPA shall have the right to withhold adequate money from the dues of the Contractor till the Contractor settles the dispute with its sub-Contractor and submits documentary evidences in support of such settlement. DPA shall also have the right to make payment to the sub-Contractor directly for that part of the claim which has been Certified for payment by the Contractor but not paid.

17. Resolution of Dispute / Jurisdiction of Courts:

a. Amicable Settlement:

If any dispute or difference or claims of any kind arises between the DPA and the Contractor in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, whether before or after the termination of this Contract, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

b. Conciliation:

In case any dispute is not resolved amicably as provided in Clause 4.1, the Contractor may agree to refer the matter to conciliation & settlement Committee established by the DPA as

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

per provisions contained in Part-III of the Arbitration & Conciliation (Amendment) Act, 2015 (the “**Conciliation & Settlement Committee**”). The standard operating procedures for conciliation and settlement of disputes through the conciliatory process and the constitution of the committee shall be contained in the policy guidelines issued by the DPA on the subject, which shall be in alignment with the provisions contained in Sections 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case there commendations/decision of the committee is not acceptable to the Contractor, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 4.3.

c. Arbitration:

Any Dispute which is not resolved amicably as provided in Clause 4.1 and/or 4.3 shall be finally settled by arbitration as set forth below:

- i. The Dispute shall be referred to the Society for Affordable Redressed of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.
- ii. The constitution of Arbitral Tribunal, code of conduct for Arbitrators and fees and expenses of SAROD - Ports and Arbitral Tribunal shall also be governed by the Rules of SAROD - Ports as amended from time to time. The rules of SAROD – Ports are placed at Annexure-XI
- iii. The seat of Arbitration shall be New Delhi, or a place selected by the Governing Body of SAROD - Ports and the language for all documents and communications between the parties shall be English.
- iv. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.
- v. Any Award made in any arbitration held pursuant to the Article 19 shall be final and binding on the Parties as from the date it is made, and the Contractor and the DPA agree and undertake to carry out such Award without delay.
- vi. The Contractor and the DPA agree that an Award may be enforced against the Contractor or the DPA, as the case may be, and their respective assets wherever situated.
- vii. In the event that the Party against whom the Award has been granted, challenges the Award for any reason in a Court of law, the other Party, subject to the order of the Court, shall be entitled to seek an interim relief as per the provisions of the Arbitration and Conciliation Act or rules made there under. The Parties acknowledge and agree that the Arbitration proceedings shall be video recorded and one copy each of the video recording shall be provided to both the parties. (The SAROD Conditions are attached at Annexure-XI).

d. Adjudicatory Board

In the event of constitution of a statutory Adjudicatory Board or such other forum with

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

powers to receive and adjudicate upon disputes between the DPA and the Contractor, all disputes not settled Conciliation & Settlement Committee, can alternatively be referred to the Adjudicatory Board or such other forum with mutual consent of the parties in accordance with the applicable laws. For avoidance of doubt, parties hereto agree that notwithstanding anything contained herein above, after adjudication by the statutory Adjudicatory Board or such other forum, the parties cannot refer the dispute, difference or controversy of whatsoever nature again under Arbitration and the adjudication hereunder shall be final and binding.

e. Force Majeure:

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 obligations under influence of FM conditions are condonable, provide, notice of happening of such event is given by the affected party to the other within 30 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 exceed 120 days, either party, may at its option terminate the contract by giving notice to the other party.

18. Insurance (Insurance covers shall be taken before commencement of the Operations):

All the staff/workers to be deployed by the Contractor for performing the contract shall be insured against /injury/ accidents/death, by the Contractor at his own cost as per prevailing labour laws.

The Contractor shall take required & adequate Insurance Policies for the replacement value of the assets handed over by the Port Authority duly covering Material Damage, Machinery Break Down, Third Party Liabilities and Loss of Revenue covers at his own cost and time. Copies such Insurance Policies shall be submitted by the Contractor to the Port Authority after issuance of LOA and before commencement of Operations under the Contract.

The Contractor shall indemnify DPA against all losses and claims in case of property damages, machinery breakdowns, Third party liabilities and death or injury caused to any person by him/her during the execution of the work.

19. Compliance with Statutory Regulations:

The bidder shall comply in all respects, with all statutory regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The bidder shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, the Apprentice Act or any other applicable acts as required and to keep the Bidder /

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Contractor indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the bidder.

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

20. Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents and employees from and against any / all actions, claims, losses or damages directly or indirectly arising out of

- a. any violation by the Contractor in course of its execution of the Contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the Contract.
- c. Any loss or damage to the property / assets / Terminal/Third Parties/personnel and Machinery handed over by DPA to the Contractor on the Date of Award.

21. Deductions:

Deendayal Port is empowered:

- a. To recover any dues against this contract in any bills / Security Deposit / etc. due to the contractor either in this contract or any other contract with Deendayal Port.
- b. To recover any dues against any other contract of the contractor with Deendayal Port, with the available amount due against this contract.
- c. Income Tax will be deducted at source from the bills of the contractor as per the provisions of the Income Tax Act as and when payments are effected
- d. All penal charges levied by the Indian Railways due to improper loading, enroute detention, load adjustment charges, etc shall be borne by the Contractor.

22. Engaging of Experts:

The Contractor shall also engage experts in the field of Bulk material handling equipment, Environment, Safety and Hydraulic systems at his own cost. The Contractor shall ensure that all Environmental issues / concerns are addressed time to time as per the prevailing Environmental Laws and applicable measures to be taken to mitigate dust pollution, water pollution, noise pollution etc. The Contractor shall also depute Safety Personnel to ensure all the measures required to maintain safety and security issues are addressed in the terminal and remedial actions along with preventive actions are implemented as required under the prevailing Regulations applicable. Similarly Hydraulic Specialists are also to be engaged to address Hydraulic issues prevailing in the Terminal time to time.

The Contractor shall ensure that expertise people in all fields required for Operation and

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Maintenance of the Terminal are engaged.

23. Personal Protective Equipment: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

24. Conduct:

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

25. Accident:

The Contractor shall, report immediately and within 24 hours of the occurrence of any accident/incident at or about the work site or in connection with execution of the contract, report such accident/incident to DPA giving all the details. The Contractor shall also provide additional information about the accident/incident as requested by the DPA and other statutory authorities.

26. Idling of Terminal:

DPA shall make use of the Terminal and machinery along with Project facilities, waterfront and Berth in the event the Terminal is idling for more than 24 hours. The labour charges along with applicable electricity charges shall be borne by the DPA for the said period of operations by DPA and the maintenance charges will be borne by DPA only limited to the extent berth utilization (hours basis & number of vessels handled by DPA) by DPA.

27. Watch and Ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work round the clock, including the man power, HMCs, materials, machine / equipment / system used for the work at his own cost. The Contractor shall ensure proper security and safety of the Berth and Project Facilities, Manpower engaged for O & M operations in the Terminal and other personnel at his own cost.

28. Contract Copy:

The Contract shall be made in two sets, one original and one copy. One copy of the Contract shall be given to the bidder.

29. Undertaking by the Contractor:

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

30. Assignment and Subletting:

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Assignment and/or Subletting and/or Transferring the work to any 3rd party either by way of sub-license, assignment or any other means by the Contractor is strictly prohibited by DPA.

31. Utilities:

Deendayal Port, on request of the bidder may provide entry permits to the bidder's staff.

1. Taxes, Levies Etc:

The Contractor shall pay all lawful taxes including Goods & Service Tax (GST), duties, cess, assessments, charges etc which may be levied by any Govt. Authority or Tax levying agencies from time to time.

32. Insurance, Etc:

The Bidder shall take all necessary insurance covers as required by law and ensure that these are valid throughout the contract period.

33. No Nuisance / Annoyance to Others:

The Bidder shall not indulge or allow anybody else to indulge in anything which may be or may become nuisance or annoyance to the Port or any other agency in the vicinity of the Contract Jurisdiction.

34. Banning of Business:

In case, the successful bidder fails to execute after issue of work order, the business dealings with the bidder will be banned by DPA and the same will be circulated to all Major Ports of India.

2. Inspection of Terminal:

The Nodal Officer/Chief Engineer/Chief Mechanical Engineer/Traffic Manager or any Authorized Representatives of DPA// consultants or authorized Committee members shall have full rights to inspect the Berth/ machinery while in idle condition or in operations during the Contract period.

35. Fore-Closure:

In view of operational requirement, DPA has right to cancel or pre-close the work without assigning any reason duly giving a notice period of one month as per Clause 26 of the General Directions and Conditions of Contract.

36. Claims and Disputes:

Any claims or disputes arising out of the contract should be promptly submitted in writing to the Engineer-in-Charge within one month from the date of cause of action so that the points at issue could be immediately verified at site by DPA Officials facts ascertained and a prompt decision given. Claims raised beyond this time limit will not be entertained. The tenderers shall carefully note this stipulation.

37. Sub-Letting:

Engaging of labour on piece work basis shall not be deemed to be sub-letting.

38. Excepted Risks:

The “excepted risks “ are war hostilities between Indian and any other country (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or Military usurped power, Civil war (otherwise then among the contractor (s)’s own employees) or riot, commotion, or disorder or use or occupation by the Employer of any portion of the works in respect of which certificate of completion has been issued or a cause proven to be solely due to the Engineer-in-charge decision or any such operation of the forces of nature as reasonable foresight and ability on the part of the contractor (s) could not foreseen or reasonably provide against (all of which are herein collectively referred to as to as the excepted risks”).

39. Insurance of Works Etc:

The contractor (s) shall insure in the joint names of the Board and the contractor (s) against all risks of whatever nature viz., all losses or damages from whatever cause arising (other than the except risks) for which he is responsible under the terms of the contract and in such manner that the Board and contractor (s) are covered during the period of execution of the works for any loss or damage, occasioned by the contractor (s) in the course of any operation carried out by him for the purpose of complying with his obligations. The said insurance shall cover the following:

- a. The works and the temporary works to the full value of such works executed from time to time.
- b. The materials, berths, HMCs, Material handling equipment, constructions on the Terminal and other things brought on to the Terminal by the contractor (s) to the full value of such materials, berths, HMCs, Material handling equipment, constructions on the Terminal and other things brought on to the Terminal , such insurances shall be effected with an insurer and in terms approved by the Board (which approval shall not be unreasonably withheld) and the contractor (s) shall whenever required produce to the Engineer-in-charge or his representative the policy or policies of insurance and the receipt for payment of current premiums provided always that without limiting his obligations and responsibilities as aforesaid nothing in this clause contained shall render the contractor (s) liable to insure against the necessity for the repair or reconstruction of any work constructed with materials or workmanship not in accordance with the requirements of the contract.
- c. If the insurance policies do not take care of any of the risks identified or part of the work involved, the contractor (s) shall indemnify the Board suitably against such risks and works.

40. Damage to Persons and Property:

The contractor(s) shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified DPA against all losses and claims for injuries or damages to any person in the employment of DPA or any property of DPA whatsoever (other than surface other damage to land or crops being in the site suffered by tenants or occupiers)

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

which may arise out of or in consequence of the construction and maintenance of work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor(s) liable for or in respect of or to indemnify DPA against compensation or damages for or with respect to:

- a. The use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
 - b. The right of DPA to construct the works or any part thereof on / over/ under / in or through any land.
 - c. Interference whether temporary or permanent with any right of Airway or water or other easement or quasi easement which is the unavoidable result or the construction of the works in accordance with the contract.
 - d. Injuries or damage to persons or property resulting from any act of neglect done or committed during the currency of the contract of DPA his agents, servants or other contractor (s) (not being employed by the contractor (s)) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof in relating thereto.
 - e. Provided further that for the purpose of this clause the expression "the site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the works.
1. Before commencing the execution of the works the Contractor (s) (but without limiting his obligations and responsibilities under Clause-9 hereof) shall insure against any damage loss or injury which may occur to any property (including that of DPA) or to any person (including any employee of DPA) by or arising out of the execution of the works or temporary works in the carrying out of the Contract (i.e. including maintenance period).
 2. Such insurance shall be effected with an insurer and in terms approved by the Chief Engineer save and except any accident injury resulting from any act of default of the Board, his agents or servants and for at least the amount stated in the tender and the contractor (s) shall, whenever required, produce to the Engineer-in-charge or his representative the policy or policies of insurance and the receipts for payment of the current premiums.
 3. DPA shall not be liable for in respect of any damages or compensation payable at Law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the Contractor (s). The Contractor (s) shall indemnify and keep indemnified DPA against all such damages and compensation (save and except) as aforesaid and expenses whatsoever in respect of or in relation thereto.
 4. The Contractor (s) shall insure against such liability with an insurer approved by the Engineer-in-Charge (which approval shall not unreasonably withhold) and shall continue such insurance during the whole of the time and any persons are employed by him on the works and shall when required produce to the Engineer-in-Charge or his representative such policy of insurance and the receipt for payment of the current premium.

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

5. If the Contractor (s) shall fail to effect and keep in force the insurance referred to in Clause- 7 to 10 hereof any other insurances which he may be required to effect under the terms of the contract then and in any such case the Board may effect and keep in force any such insurance pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Board as aforesaid from any monies due or which may become due to the Contractor (s) or recover the same as a debt due from the Contractor (s).
6. The Security Deposit will be released on satisfaction of maintenance period. The Authority for release of Bank Guarantee is Executive Engineer (H).
7. Notwithstanding anything contained in the contract.
 - i. The Contractor (s) shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works or temporary works or to property whether of DPA or third parties or for in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (whether war be declared or not) invasion act of foreign enemies rebellion revolution insurrection of military or usurped power civil war (otherwise than among the Contractor (s)'s own employees or riot, commotion or disorder (hereinafter comprehensively referred to as "the said special risks").
 - ii. If the works or temporary works or any materials (whether for the former or the later) on or near shall sustain destruction or damage by reason of any of the said special risks, the Contractor (s) shall nevertheless be entitled to payment for any permanent work already certified.
 - iii. Destruction, damage, injury or loss of life caused by the explosion or impact wherever and whenever occurring of any mine, bomb, shell, grenade or other projectile, missile, ammunition or explosive of war shall be deemed to be consequence of the said special risks.
 - iv. The Port Authority shall repay to the Contractor (s) any increased cost of the incidental to the execution for the works (other than such as may be attributable to the cost of reconstructing work condemned by the Engineer-in-Charge due to faulty specification and improper workmanship prior to the occurrence of any special risk which is however attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks (subject however to the provision in the clause hereinafter contained in regard to outbreak of war). But the Contractor (s) shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer-in-Charge thereof in writing.
 - v. If during the currency of the contract there shall be an outbreak of war (whether war is declared or not) in any part of the work which whether financially or otherwise materially affects the execution of the works the Contractor (s) shall unless and until the contract is terminated, under the provisions contained in this Clause use his best endeavours to complete the execution of the works provided always that the Board shall be entitled at any time after such outbreak of war to terminate this contract by giving notice in writing to the Contractor (s) and such notice being given this contract

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

shall (save as to the right of the parties under this clause and to the operation of arbitration clause) terminate but without prejudice to the rights of either party in respect of any antecedent break thereof.

- vi. If the Contract shall be terminated under the provisions of the last proceeding sub clause, the Contractor (s) shall with all reasonable dispatch remove from the site all constructional Terminal.
- vii. If the contract shall be terminated as aforesaid the Contractor (s) shall be paid by DPA (in so far as such amounts or items shall not have already been covered by payments on account made to the Contractor (s) for all work executed prior to the date of termination at the rates and prices provided in the contract and in addition:
- viii. The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and proper portion as certified by the Engineer-in-Charge of any such items the work of service comprised in which has been partially carried out or performed.
- ix. The cost of materials of good reasonably ordered for the works or temporary works which shall have been delivered to the Contractor (s) or of which the Contractor (s) is legally liable to accept delivery (such materials or goods becoming the property of DPA upon such payment being made by him).
- x. A sum to be certified by the Engineer-in-Charge being the amounts of any expenditure reasonably incurred by the Contractor (s) in the expectation at completing the whole of the works in so far as such expenditure shall not have been covered by the payments in this sub clause before mentioned.
- xi. The reasonable cost of removal under sub-clause (6) of this clause and (if required by the Contractor (s)) return thereof to the Contractor (s)'s main Terminal yard or to any other destination at no greater cost.
- xii. The reasonable cost of repatriation of all the Contractor(s)'s staff and workmen employed on or in connection with the works at the time of such termination. Provided always that against any payments due from the Board under the sub clause the Board shall be entitled to be credited with any outstanding balances due from the Contractor (s) for advance in respect of Terminal and materials and any such previously paid by the Board to the Contractor (s) in respect of the execution of the works.

The bidder may please note that the specifications mentioned in the tender document are indicative only. All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment.

In the event of repeated failure of any component or material or fitting, within the warranty period, it shall be treated as failure on the part of the Contractor and the Contractor shall have to promptly rectify the same at his own cost failing which DPA shall have the right to recover the cost from any other outstanding amount of the Contractor lying with DPA and / or any amount that may become due to the Contractor and the Contractor shall be debarred to participate in any of the tender of DPA in future.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

41. Manuals:

All the manuals shall be sufficiently informative so as to smoothly carry out operation and maintenance after the work is completed and accepted by DPA. Two sets of draft manuals shall be submitted by the Contractor, within 15 days of acceptance of the work, for approval. DPA may make observations to improve the standard of the manual and the Contractor, after incorporating the changes in the manuals, shall submit 4 sets of the final copy for acceptance by DPA. Two set of soft copies of the accepted version of the manuals shall be supplied by the Contractor in CDs. The following guide lines may be followed by the Contractor for preparation of the manuals.

Operation Manual: The manual must cover, inter alia, the principal features of the machine / equipment / system, as applicable, the control philosophy used, pre-starting checks, starting procedures, checks to be made during operation, stopping procedures, DO's and DON'T's, trouble shooting, emergency procedures, safety trips etc.

Maintenance Manual: The manual must include, inter alia, important maintenance procedures, preventive maintenance schedule, Lubrication Chart, various tolerance limits and list of special tools. The maintenance manual must contain dismantling and assembling procedures of important components clearly showing positioning of special tools, fixtures, measuring instruments etc. with diagrams.

Spare Parts Manual: The manual must contain, inter alia, spare parts details such as drawing no., part no, specifications of all the assemblies. For bought out items, the cross sectional drawings giving details of parts, dimensions etc. has to be supplied to DPA. The bearing nos and oil seal nos of all the bearings and oil seals used in the work must be listed clearly giving their make and the location where used.

42. Site Safety & Environment Protection:

The Contractor, during the execution of the work, shall be solely responsible for complying all the statutory requirements of Government bodies or any statutory bodies with respect to site health, safety and environment.

43. Quality Assurance Plan, Inspection and Testing: Quality Assurance Plan:

The Contractor shall submit a quality assurance plan (QAP) for acceptance by the Purchaser before commencement of the work. The QAP shall, contain:

- List of the tests and inspections proposed to be done to ensure quality.
- List of the standards to be followed for execution of the work as well as tests and inspections.
- One set of the standards to be followed for the execution of the work / test and inspection shall have to be submitted, by the Contractor along with the QAP for reference, to DPA within 30 days of issue of LOA.

44. Inspection & Test:

1. The Contractor shall submit an inspection plan compatible with the QAP. The test and inspection report shall contain the description of the part / component /

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

equipment, the date and place of testing, the standard followed for conducting the test, the actual test result recorded and the allowable limits, the name and designation and signature of the Contractor's representative, DPA's representative and Third Party representative who witnessed the test. The test report shall be forwarded to DPA within 15 days of completion of the test for record and reference.

2. DPA reserves the right to subject any part / component / equipment for re-test and on written instruction from DPA, the Contractor shall arrange for the re-test and the cost shall be reimbursed by DPA as per actual, only if the test results are satisfactory. In case of unsatisfactory test results, the part / component / equipment shall be rejected and the Contractor shall be responsible for replacement of the item at his own cost and also bear the cost of the re-test.
3. The Contractor shall inform DPA, at least 7 days in advance, about the inspection / tests planned for and assist DPA in witnessing the same, if so desired by DPA.
4. DPA's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in DPA's premises shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by DPA or its representative prior to the Goods' shipment from the place of origin.
5. The Contractor shall submit an Inspection and Test Plan (ITP) before commencement of the work and it should inter-alia cover the following:
 - a. Identifications of tests/inspections to be conducted during execution of the Contract.
 - b. Hold points and witness points.
 - c. The list of records to be maintained.
6. Hold Points: Means a position in the execution beyond which work shall not proceed without mandatory verification and acceptance by DPA or his representative.
7. Witness Points: Means a position in the execution where DPA may exercise its option to witness some tests for acceptance.

45. Third Party Inspection:

The Contractor shall avail the services of a third party, acceptable to DPA, if required as per the contract, and bear the cost of the Third Party inspection. The responsibility of the third party shall, inter alia, be to ensure and certify that the work is being executed as per the relevant standards as given in the approved QAP. DPA reserves the right to replace the Third party during the execution of the Contract if the third party inspection is not satisfactory. Additional cost, if any, for such change shall have to be borne by the Contractor.

In case of any technical dispute between the purchaser and the contractor in connection with design, construction, erection, testing etc, the matter shall be referred to the third party for a reasoned decision which shall be reviewed by DPA.

46. Time is the Essence of the Contract:

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, DPA reserves the right to withhold the payment, cancel the Contract unilaterally or complete the work by DPA or by engaging another Contractor/Agency at the cost and risk of the Contractor.

47. Contractor's Obligation:

1. All the materials and works, including labour, required to complete the work satisfactorily is covered under the scope of the Contractor.
2. It shall be the responsibility of the Contractor to ensure that the persons engaged for the work are clear from Security angle.
3. Contractor shall nominate an Authorised Representative for carrying out all the transactions with DPA including receipt of payment.
4. The Contractor, at his own cost, shall be solely responsible for the following:
 - a. To pay all the taxes, duties, cess, fees, levies and all other dues imposed by any authority in India or abroad as the case may be.
 - b. To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative and financial practices to protect the interest of the Purchaser.
 - c. To follow metric system and follow the latest design criteria and ensure that the design is suitable for the intended purpose, even though the GA Drawings are approved by DPA.
 - d. To co-ordinate with outside agencies for obtaining permission / approval / clearances etc. that may be required to execute the work.
 - e. To extend all reasonable opportunities to other Contractors employed by the Purchaser for carrying out their work.
 - f. To keep the work site free from obstruction.
 - g. To maintain site account of materials, including the departmental supply, clearly indicating relevant information such as description of the material, source, date of delivery at site, date of consumption at site. The Contractor shall forward a copy of monthly site account of materials to the Engineer in Charge at the end of every month. On completion of the work under the contract, the Contractor shall submit to the Engineer in Charge a copy of the site account of the materials from the date of commencement to date of acceptance. The Contractor shall also maintain hindrance register, site instructions register, complaint register and daily progress monitoring register and the EIC shall verify the registers as and when required and sign the same, duly recording his remarks.
 - h. To arrange for transport, RFID passes, gate pass, accommodation, medical facility etc. for the work men deployed under this contract at his own cost.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

48. Vendor List:

The Contractor, must submit a vendor list of reputed makers for various components / bought out items which is going to be followed for execution of the work.

49. Scrap Disposal:

Unless otherwise specified, scope of the contractor for the scrap disposal is as under: In case of repair and/or replacement and /or maintenance contracts/or operation/or maintenance/ scrap generated during execution shall be the property of DPA.

50. Undertaking by the Bidders:

The bidders shall give an undertaking that they 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 Prevention of Corruption Act (PC Act) in connection with the bid.

51. Disclosure by the Bidder:

The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

52. Integrity Pact:

For every work / procurement / contract the value of which is **Rs.5 Crores** and above, the integrity pact agreement format as given at Appendix-VI shall form a part of the tender document. The filled in & signed Integrity pact as per Appendix-VI shall be prepared in Non-judicial stamp paper and submitted in original along with Technical bid in case of conventional tender by all the participating bidders . In case of e-tendering, scanned copy of filled in & signed Integrity pact as per Appendix-VI prepared in Non-judicial stamp paper shall be uploaded along with technical bid and the original shall be submitted to Notice Inviting Tender Authority within 7days of opening of tender by all the participating bidders. The Integrity pact signed by the Purchaser and the bidder (successful bidder- Contractor) shall be made part of contract agreement.

53. Electrical Works:

Since this being a combined work of Mechanical, Civil and Electrical, the electrical portion of the works shall be executed through a person / contractor holding a valid A or B grade electrical license issued by Electrical Licensing Board or any other Statutory Authority to work in Gujarat.

a. Execution of Work:

- a. The work executed by the firm shall be in adherence to Electricity rules framed by State Govt. / Central Govt. / or any other Statutory authority from time to time.
- b. The works shall be executed with skilled workmen, under the supervision of qualified supervisors. During the execution period, the Contractor should produce such evidence of qualifications of his workmen/supervisors on demand by the Engineer-

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

in- Charge.

- c. The Substations shall be equipped with qualified Supervisions, Electricians as per the site requirement as directed by Engg-in-charge.
 - d. All the equipment's in the Terminal should have qualified supervisors and electricals and technicians.
1. Submission of Daily Log sheets: The contractor should submit the daily log sheets to the Engineer-in-Charge for approval. No work shall be allowed to commence without proper knowledge and approval.
 2. Programme of Work: The programme of work, commencement and Completion Report shall be submitted.
 3. Material Packing: The principle equipment shall be brought to the site by the contractor in original packing with the seal intact and shall not be installed unless approved by the Engineer-in-Charge.
 4. Clarification: The decision of Engineer-in-Charge is final in case of any technical clarifications.
 5. Quantity: The quantities indicated in the Tender Schedule are tentative and may vary according to the prevailing site conditions.
 6. Awarding of Work: The entire work may be awarded in full or in part, at the discretion of the Engineer-in-Charge.
 7. Cancellation of Item: The department reserves the right to cancel the execution of some items of works at any time during the execution period. No claim by the contractor on this account and due to variation of any particular items will be entertained.
 8. Damage to Property: Any damage to the Port property shall be rectified by the contractor at his own cost and time
 9. Brands of the Materials: The brand of materials offered in the tender should be clearly specified by the contractor and shall be bought from the manufacturer/authorized dealer only. The Dealership certificate / delivery challan is to be submitted on demand.
 10. Obstruction to Working Staff: The contractor should see that no obstruction is caused to the normal working staff, consumers, etc., in the vicinity.
 11. Security Arrangements: The contractor should make his own security arrangements till the work is handed over to the department.
 12. Arrangements Pertaining to the Contract Work: The firm has to make his own arrangements for erection, dismantling, transportation of heavy materials (viz., structures, equipments) pertaining to the contract work.
 13. Tools & Terminals: The contractor has to bring the required tools and Terminals for the execution of work.
 14. Safety Measures: The contractor is responsible for taking precautionary measure for the safety of workmen working under him. In this direction, the contractor has to engage an Engineer/Supervisor with adequate knowledge and experience for ensuring safety of the

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

workmen and also for himself while executing the subject work. In case of occurrence of any mishap/accidents, the entire responsibility lies with the contractor only, towards treatment of the injured or/and for payment of any compensation to the injured/deceased employee of the contractor.

15. Working of Extra Hours: The Contractor should apply in writing well in advance for carrying out the work beyond Port working hours to arrange port supervision.
16. Supply of Indigenous Materials: All materials shall be of indigenous make, meeting the specifications for the particular works.
17. Position of Fixtures: The position of fixtures shall be indicated by the Engineer-in-Charge.
18. Rectification of Defects: All defective works observed / pointed out by the Engineer-in-charge shall be rectified free of cost during the guarantee period.
19. Issue of Power Shut-Down: Shut-down of power/supply can only be given on written requisition at the convenience of the department.
20. Cost of Labour and Materials: The rates quoted by the contractor should be inclusive of the cost of all labour and materials etc., unless and otherwise specified.
21. Non-Payment for Increased Rates: No claim for any increase in rates of the materials will be entertained by the department.
22. Stacking of Materials: The materials shall be stacked in such a way that no obstruction is caused to the movement of traffic in those areas.
23. Inspection of Works: the SE(E/M)/AXE (E/M) or any other authorized representative shall have the right to inspect the electrical works in progress during the contract period.
24. New Taxes: Any new taxes imposed by the Government related to this work (O&M Services) during the contract period will be reimbursed upon claim, by the firm subject to submission of evidence.

54. Clearance for Excavation:

Service lines such as Electricity Cables, Fibre Optic I.T. Cables, water supply lines, sewage & drainage pipes, Tele-communication cables etc. are embedded in the port roads, road side berms, hard surface areas, pavements, etc. The Fibre Optic I.T. Cable is very costly and if damaged, required replacement of full length. The contractor, therefore, before commencing excavation, shall seek the specific clearance of the locations proposed for excavation. Notwithstanding such approval, he shall be responsible to take necessary precautions by way of deploying suitable means and restraint to avoid damage to any of the service lines. In case of any damage caused during excavation or subsequently during the progress of the work, he should replace/ repair the cables/service pipelines, etc., as required at his cost, failing which a recovery as evaluated by the E.I.C. would be made from the bills.

55. The tenderers shall return all the drawings issued along with the Tender schedules, duly signed, in token of having studied them.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

56. Applicable Laws:

Contractor has to comply with QMS (ISO9001-2015), EMS (ISO 14001-2015), OHSMS (ISO 45001-2018 and ISPS norms 2007 of DPA.

The contractor shall comply with the provisions of all the Acts, Laws, any regulation or Bye-Laws of any Local or other Statutory Authority applicable in relation to the execution of the works, such as but not limited to:

- i. Payment of Wages Act, 1936 (Amended).
- ii. Minimum Wages Act, 1948 (Amended).
- iii. The Contractor Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended.
- iv. Workmen Compensation Act, 1923, as amended by Amendment Act No.65 of 1976.
- v. Purchaser's Liability Act, 1938 (Amended).
- vi. Maternity Benefit Act, 1961 (Amended).
- vii. The industrial Employment (Standing Orders) Act, 1946 (Amended).
- viii. The Industrial Disputes Act, 1947 (Amended).
- ix. Payment of Bonus Act, 1965 and Amendment Act No.43 of 1977 and No.48 of 1978 and any amendments thereof.
- x. Employees Provident and Misc. Provision Act, 1952 including FPS- 71/EPS-95.
- xi. The statutes, rules, regulations as may be prevalent in the State of Gujarat.
- xii. The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

57. Legal Requirements / Acts:

The contractor should comply with the following legal requirements/ Acts (wherever applicable)

- i. The Environment (Protection) Act & Rules 1986 as amended up to 2009.
- ii. The Hazardous Waste (Management & Handling) Rules 1989 as amended up to 2003.
- iii. Manufacture, storage and import of Hazardous Chemicals Rules 1989 as mentioned up to 2000.
- iv. The Noise Pollution Regulations & Control Rules 2000 as amended up to 2010.
- v. The Batteries (Management and Handling) Rules 2001.
- vi. Factories Act - 1948 & Factory Rules as amended up to 2005.
- vii. Motor Vehicle Act 1988 and Motor Vehicle Rules 1989 as amended up to 2007.
- viii. The Petroleum Act 1934 and the Petroleum Rules 2002.
- ix. The Gas Cylinder Rules 2004.

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

- x. The Gandhidham Municipal Corporation Act-1979 as amended upto 2006.
- xi. Fire Protection Facilities for Port Oil Terminals OISD (Oil industry Safety Directorate) guidelines 1992.
- xii. DPA (Transport, Handling& Storage of dangerous goods) Regulations 1992 as amended up to 1999).
- xiii. The Water (Prevention & Control of Pollution) Act 1984 & Rules 1975 as amended up to 1989.
- xiv. The Air (Prevention and Control of Pollution Act 1981) and Rules 1982 as amended up to 1988.
- xv. Railway Regulations
- xvi. Indian Railway Track Design & Manufacture.
- xvii. South Indian Railway Accident manual 1991.
- xviii. The Radiation Protection Rules 1971 as mentioned upto 2004.
- xix. Explosives Act- 1884 as amended up to 1993.
- xx. Electricity Act 2003 with the rules.
- xxi. Solar Regulations 1974 as amended up to 2010.
- xxii. Marpol Regulations 73/78 with the Annexure (I, II, III, V & VI) as amended up to 2010.

58. Workmanship:

1. GENERAL

Standard: A high standard of workmanship in all trades will be required. The contractor(s) shall ensure that Senior Officers, Engineers, Workman (skilled and unskilled) including Marketing Staff and experienced trade men are employed.

Terminal: The contractor (s) shall be responsible for Operating and Maintenance of the entire in the Terminal including the berth and its accessories for trouble free operations. The Engineer-in-charge may direct that Terminal which is not efficient and prejudicial; to the quality of the work be removed from the site and replace by Terminal to his satisfaction.

Supervision: The contractor (s)'s supervisory staff shall be fully experienced in the type of work being carried out under their supervision and capable of ensuring that it is done well and efficiently.

Temporary Works: Where required, the contractor (s) shall furnish such details of his temporary works as may be called for by the Engineer-in-charge and the contractor (s) shall satisfy the Engineer-in-charge as to their safety and efficiency. The Engineer-in-charge may direct that temporary works which he considers unsafe or inefficient shall be removed and replaced in satisfactory manner.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

PART - VII

GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT

1. All works proposed for execution by the contract will be notified in the form of invitation to tender posted in DPA website and n-procure and signed by the Executive Engineer (H), Deendayal Port Authority. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender and the amount of the Security Deposit is to be deposited by the successful tenderer and the percentage if any to be deducted from bills, copies of the specifications, designs and drawings and any other documents equipped in connection with the works signed by for the purpose of identification by the Executive Engineer (H) Deendayal Port Authority shall also be open for inspection by the Contractor at the Office of the Executive Engineer (H), Deendayal Port Authority during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member, thereof, or in the event of the absence of any member it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under Indian Partnership Act.
3. The Board shall have the right of rejection all or any of the tenders and will not be bound to accept the lowest tender.
4. On completion of the work, the Contractor shall be responsible for handing over of the Project Facilities & Services including berth and connected Infrastructure and Associated berth along with all Civil / Mechanical / Electrical Infrastructure in good working conditions post completion of the Contract Period. The Contractor should ensure that the handed over equipment are free of any damages/repairs. Any repairs/breakdowns noticed/observed in the Terminal and machinery post completion of the contract period and not rectified by the Contractor, the cost for the same shall be recovered duly encashing the Additional Guarantee submitted.

The Contractor has to handover the assets of DPA duly conducting condition survey in presence of DPA personnel / DPA appointed consultant, after completion of the contract period. The Contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion but no such certificate shall be given nor shall the work be considered to be completed until the Contractor hand overs the entire Project Facilities & Services in good working condition.

CLAUSE 1: NIL

CLAUSE 2: NIL

CLAUSE 3: NIL

CLAUSE 4: NIL

CLAUSE 5: NIL

CLAUSE 6: NIL

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

CLAUSE 7: Payment Terms:

The payment to the contractor shall be carried out by CIVIL Engineering Department and will be made as per the following terms:

- i. The contractor shall be paid for the overall comprehensive services (end to end services) rendered by them on monthly tonnage basis, i.e., rate per tonne quoted, as per the certification of the Traffic Department along with certification of the monthly reports.
- ii. Payment shall be released on submission of Tax Invoice as per GST Rules on certification of the volumes by Traffic Department.
- iii. "The rates quoted by the contractor shall be deemed to include all expenses in handling bulk cargo in the terminal (end to end services, right from vessel nomination, handling of cargo in the Terminal to the discharge of cargo through rail/road including railway charges) including payment of applicable wages rates to the labour as and when revised in compliance with the statutory regulation".

CLAUSE 8: BILLS TO BE SUBMITTED

A bill shall be submitted by the Contractor every month on or before the date fixed by the Executive Engineer (H) for the work executed.

CLAUSE 9: BILLS TO BE PRINTED FORMS

The Contractor shall submit bills on the printed forms to be had on application at the Office of the Executive Engineer (H) and the charges in the bills shall always be entered at the rates specified in the tender.

CLAUSE 10: DELETED

CLAUSE 11: WORKS TO BE EXECUTED IN ACCORDANCE WITH THE SCOPE OF WORK INCLUDING STANDARD OPERATING PROCEDURES, SPECIFICATION AND DRAWINGS ETC.

The Contractor shall execute the whole work as per the scope of the tender including all terms & conditions in the most substantial and workmen like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications.

CLAUSE 12: DELETED

CLAUSE-13:

No compensation for alteration or restriction of work to be carried out:

If at any time after the commencement of the work the board shall for any reason whatsoever, not required the whole there of as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full, but which he did not derive in consequence of the full month of the work not having been carried out neither shall he have any claim for compensation by reason of any alternations have been made in the original specifications, drawings designs, and instructions which shall involve any

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

curtailment of the work as originally contemplated.

CLAUSE-14:

It shall appear to the Executive Engineer (H) or his subordinate in-charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship or with materials/Equipment if any, inferior description or that any materials/Machinery/Equipment of articles provided by him for the execution of the work are unsound or of a quality inferior to that contract, the contractor shall on demand, in writing from the Executive Engineer (H) specifying the work materials, or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove the materials/Machinery/Equipment as specified and provided other proper and suitable materials/Machinery/Equipment at his own proper change and cost, and in the event of his failing to do so when a period to be specified by the Executive Engineer (H) his demand aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the amount of estimate for every day to exceeding 10 days, while his failure that Executive Engineer (H)s may rectify with others, the materials/Machinery/Equipment complained of as the case may be at the risk or expense in all respects of the contractor.

CLAUSE-15:

Works be open to inspection contractor or responsible agent to be present. All works under or in course of execution of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Executive Engineer (H) and his subordinate and the contractor shall at all times during the usual work hours and at all other times at which reasonable notice of the intention of the Executive Engineer (H) or his subordinate to visit the works shall have been given to be contractor, either himself be present or receive orders and instructions or have a responsible agent duly accorded in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same a force as if they had been given to the contractor himself.

CLAUSE-16: DELETED

CLAUSE-17:

The Contractor is liable for any damages done to the assets handed over by the Port Authority for carrying out of Operations & Maintenance work as specified more clearly under the scope of the Contract.

In the contract his work people or servants shall break, injure or destroy any part of Structure, in which they may be working or any building road, road curbs, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground continuous to the premises in which the work or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatever or any imperfections become apparent. After a certificate final or other of its completion shall have been given by the Executive Engineer (H) as aforesaid, the contractor shall make the same good at his own expense, or in default, the Executive Engineer (H) may cause the same to be made good by the other workmen and deduct the expense (of which the certificate of the Executive Engineer (H) shall be final) from any sums that may be then, or at a time there after may become due to the contractor, or from his

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

security deposit or the proceeds of sale, thereof or of a sufficient portion thereof, the security deposit of the contractor shall not be refunded before the expiry of twelve months.

CLAUSE - 18:

Contractor to supply Terminal ladders scaffoldings etc.

The Contractor shall supply at his own cost materials (except such special materials if any, as many in accordance with the Contract be supplied from the stores, cordage, Terminal, tools appliances implements, ladders, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether including in the Specification or other documents forming part of the contract preferred to in these conditions, or not, on which may be necessary for the purpose satisfying or complying with the requirements of the Executive Engineer (H) as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work, and counting weighting and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Executive Engineer (H) at the purpose of the contractor and the expenses, may be deducted from any money due to the contractor and the contract or from his security deposit of the proceeds of same thereof, or of a sufficient portion thereof. The Contractor shall also provide all necessary facing and lights required to protect the public from accidents and shall be found to be at the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons of which may with the consent of the contractor be paid to compromise any claim by any said person.

CLAUSE -18 'A':

In every case in which by virtue of the provision of section-12 sub-section (1) of the workmen's Compensation Act, 1923 Government is obliged to pay Compensation to workmen employees by the contractor in execution of the works Board will recover from the contractor the amount of the Compensation so paid, and without prejudice to the rights of Board under section 12, sub-section-2 of the said Act Board shall be at liberty to recover such amount of the Part thereof by deducting it from the Security deposit or from any time due to or otherwise Board shall not be bound to contest any claim made against it under section-12, sub-section (1) or the said Act, except on the written request of the contractor and upon his giving to board full security for almost for which Board might become liable in consequences of contesting such claim.

CLAUSE -19:

CLAUSE -19 (1):

The contractor shall provide all facilities as provided under contract labour (Regulation and Abolition Act) 1970 and other Central / State enactments and shall be responsible for violation of any of the same.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

CLAUSE -19 (a):

- a. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the Contractor Labour (Regulation and Abolition) Act, 1970 and (herein after called the said Act) and Central rules made there under by Government of India and any other Act, Rules and Regulations made by the Central or State Government and such other rules and regulations made applicable by the Board from time to time in regard to payment of wage, wage period deductions from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wage registers, wage cards, publication of scale of wages all terms returns and the maintenance of necessary health and sanitary arrangements.
- b. The contractor shall obtain the necessary licence for employing the Contract labour for executing the work, now contracted upon as per the said Act and rules within 15 days from the date of work order and shall ensure to maintain the same effective throughout the period of this contract at his own cost. The decision of the Board and or Asst. Labour Commissioner (Central) regarding the applicability of the Act is final and binding on the contractor.
- c. The contractor shall in no case, commence the work, unless be obtained and produce the licence under the Act and the time for completion of work as given in the tender is inclusive of the time required to obtain produce the said licence.
- d. If the Port is caused to pay reimburse or incur such amount as may be necessary to cause or to observe for non-observance of the provisions stipulated in Clause-19(a) mentioned above, on the part of the contractor the Executive Engineer (H) shall have the right to deduct from any moneys due to the Contractor his security deposit or recover from the Contractor personally any sum required or estimated to be recovered for making good the loss or damages suffered by the Board.

It shall be the duty of the Contractor to obtain a license under the Act for such number of workmen as may be necessary for the completion of the work within the prescribed time and any recommendation regarding the number of workmen made by the Executive Engineer (H) shall not absolve the Contractor from his responsibility in completing the work within the prescribed time.

- i. The contractor shall also observe the following conditions:
 - a. No labour below the age of 12 years shall be employed.
 - b. The Contractor shall pay not less than minimum wage to labourers engaged by him on the work.

EXPLANATION:

"Minimum Wage" means whether for time or piece work notified by the Ministry of Labour Employment and Rehabilitation (Replacement of labour and Employment). New Delhi as made applicable for works under this organization and the minimum wage act and where such wages have not been so notified the wages prescribed by the Central Public Works Department for the District in which the work is done or such rates as would be notified by

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

the Board from time to time.

- i. The Contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid minimum wage to labourers indirectly engaged on the above work including any labour engaged by his sub – contractors in connection with the said works as if the labourers had been immediately employed by him.
- ii. Vis-à-vis the Board, the Contractor shall be primarily liable for all payments to be made under area for the observance of the Act Rules and Regulations aforesaid without prejudice in his right to claim indemnity from his Sub-contractor.
- iii. The Contractor shall at his own expenses provide or arrange for the provision of footwear for any labour doing cement mixing work (The Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in- charge and on his failure to cost thereof from the Contractor.
- iv. The Contractor shall submit by the 4th and 19th of every month to the Executive Engineer (H), as true statement showing respect of the second half of the preceding month and first of the current month respectively (1) the number of labourers employed by him on the work (2) their working hours, (3) the wages paid to them,
- v. (4) the accidents that occurred using the said fortnight showing the circumstances under by them and (5) the number of female workers who have been allowed maternity benefit according to Clause-19-C and the amount paid to them failing which the Contractor shall be liable to pay to the Board, sum not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the Contractor the amount levied as fine.

CLAUSE - 19 (C):

CLAUSE-20:

Work on Sundays work not to be sublet contract may be rescinded and security deposit for sub-letting bribing of the contractor become insolvent. Act, Rules and Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a break of this contract.

CLAUSE-21:

The Contract shall not be assigned or subject without the written approval of the Executive Engineer (H), and if the Contractor shall assign or sublet this contract or attempt so to do, or becomes insolvent or commence any insolvency proceedings or make any composite or with this creditors or attempt so to do or it any bribe, gratuity, gift lead perquisite reward for advantage, precautionary and otherwise shall either directly or indirectly be given promised or offered by the contractor, or any of his servants of agents, to any public office or person in the employ of Board in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer (H) may thereupon by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of Board and the same consequences shall ensure as if the contract had been

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

rescind hereof and in addition the Contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contractor.

CLAUSE-22:

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss changes in constitution of firm works under direction of the C.E. settlement of dispute.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Board without reference to the actual loss or damage sustained and or not any damage shall have been sustained

CLAUSE-23:

In the case of a tender by partners any change in continuation of the firm shall be forthwith notified by the Contractor to Executive Engineer (H) for his information.

CLAUSE-24:

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the CHIEF ENGINEER, Deendayal Port Authority for the time being who shall be entitled to direct at what point or points and on what manner they are to be commenced and from time to time carried on.

CLAUSE-25: ACTION TO RESCIND THE CONTRACT:

In the event of failure on the part of the contractor to carry out the work as per the scope of work and SOP including performance and other terms & conditions in NIT, DPA shall be entitled to rescind the contract and to following is the action to be taken:

- Levy of LD for under performance and delay in commencement of work.
- Forfeit Security Deposit
- Banning of business with the Contractor

CLAUSE-26: FORE-CLOSURE OR TERMINATION OF CONTRACT

The Employer shall be entitled to foreclose and terminate the Contract, at any time, should, in the Employer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the employer, of such termination and reasons thereof, shall be conclusive evidence thereof and be binding on the Contractor.

In view of operational requirement, Employer has right to cancel or pre-close the work without assigning any reason duly giving a notice period of one month.

In the event of non-performance, poor performance or lack of diligence by the contractor, the contract will be liable for termination by serving one month notice, and in that event, the performance Guarantee (Security Deposit) which is in the form of Bank Guarantee (BG) will be encashed by Deendayal Port Authority.

CLAUSE -28: BANNING OF BUSINESS DEALINGS (BLACKLISTING):

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

A. Change in terminology:

“Blacklisting” is now termed as “Banning of Business Dealings” in view of Court judgments.

B. Grounds for Banning:

- a. If the security considerations including questions of loyalty of the company/party to the State, so warrants.
- b. If the Director of the company, proprietor or partner of the firm, manger/representative of the company/party is convicted by the Court of Law for offences involving moral turpitude in relation to its business dealing with the Government or any other PSU or DPA.
- c. If there is a strong Justification for believing that the Directors, Proprietors, partners, managers or the representatives of the Company/party have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations etc.
- d. If the Company/Party employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abutment of such offence.
- e. If the business dealings with the Company/Party have been banned by the Govt. or any other Public Sector Enterprise/Undertaking or CBI, courts etc.

CLAUSE-29: Procedure

1. Proposal for banning of business should be first put up to the Competent Authority, through the Law Section, setting out all the facts of the case and the justification for the action proposed with all relevant papers and documents.
2. Upon approval by the competent Authority, a Show Cause Notice needs to be issued in the required format in consultation with the Law Section, with reasonable time for Appeal by the Company/Firm.
3. The Appeal filed by the Company/ firm shall be examined and further action taken.
4. The Orders of the Competent Authority shall be communicated to the Company/Firm.
5. In case of banning of business with a Company/ firm, depending upon the gravity of the misconduct established, the name of the Company/Firm with whom business dealings have been banned should be circulated to the Govt. Departments and PSUs for their information.

CLAUSE-30: DELETED

CLAUSE- 31: Action where no specification.

In the case of any class of work for which there is no such specifications as in mentioned in Rule-I such work shall be carried out in accordance with the district specification and in the event of there being so strict specification then in such cases the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in-charge.

CLAUSE- 32: Definition of work.

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

The expression “work” where used in these conditions shall unless there be something either in the subject context repugnant to such Operation & Maintenance of existing Cargo Berths 09 and 10 (from Panel No. 69 to end of Berth No.10) for carrying out cargo handling operations by deploying Harbour Mobile Cranes (Minimum HMCs 1+1 Nos.) and other associated equipment including management and marketing to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Interpretation Clause:

The Board means the Members of the Board for Deendayal Port Authority and its successors. Works importing the singular number only include the plural number and vice-versa.

CLAUSE-33: Care to be taken for underground cables/pipelines.

Service lines such as electricity cables, fibre optic I.T cables, water supply lines, sewer and drainage pipes, telecommunication cables etc., are embedded in the port roads, road side berms hard surfaced areas, pavements etc. The fibre optical I.T. cable is very costly and if damaged requires replacement for full length as jointing would be ineffective. The contractor, therefore, before commencing any excavation shall seek the specific clearance of the route proposed for excavation from the Executive Engineer (H). Notwithstanding such approval he shall be responsible to take necessary precautions by way of deploying suitable means and restraint to avoid damage to any of the service lines. In case of any damages caused during excavation or subsequently during progress of the work, the contractor should replace the same forthwith to original design with material procured from manufacturers approved by D.P.A. as required, at his cost, failing which, recovery of cost thereof including cost of down time of the facility as evaluated by the Executive Engineer (H), would be effected from the bill amounts payable to the contractor. Further, earth work excavation in such areas should not be undertaken with mechanical means such as Proclaimer/JCB/Earth mover etc., it should be carried out by the contractor manually taking proper precautions.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
SAFETY, HEALTH, ENVIRONMENT & QUALITY POLICY

Port of Deendayal is committed to provide prompt, efficient and safe services to ensure quick turn round of sea, rail and road borne cargo by:

- a. Implementing and continually improving the performance of Quality management systems, Environment and Occupational Health & Safety by eliminating hazards and reducing OH&S risks.
- b. Complying with the applicable statutory and regulatory requirements.
- c. Preventing - injury, occupational ill health and pollution.
- d. Setting qualities, environmental and OH&S objectives.
- e. Addressing risk and opportunities.
- f. Enhancing customer satisfaction.
- g. Ensuring the promotion of awareness among the workers and the interested parties on quality, Environment, occupational health and safety through consultation and participation.

Make available this policy to the public, all persons working under the control of the organization and the interest parties.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

SECURITY POLICY

(I.S.P.S. CODE)

Deendayal Port Authority is committed to provide a safe and secure working environment to all its employees, Port users, ships and the personnel. This will be achieved in the Port by establishing and maintaining the required security measures to prevent unlawful acts against personnel, cargo and marine assets.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Name of the Work: - Operation & Maintenance of existing Cargo Berths 09 and 10 (from Panel No. 69 to end of Berth No.10) for carrying out cargo handling operations by deploying Harbour Mobile Cranes (Minimum HMCs 1+1 Nos.) and other associated equipment including management and marketing

APPENDIX- I

FORMAT FOR POWER OF ATTORNEY

Dated: _____

Power of Attorney

To Whomsoever it May Concern

Mr. _____(Name of the Person(s), domiciled at
_____(Address), acting
as _____(Designation and name of the firm), and whose
signature is attested below, is hereby authorised on behalf
of _____(Name of the Applicant) to provide information and respond
to enquiries etc. as may be required by the employer or any governmental authority for the
“ _____

_____.” and is hereby further authorised to sign and file relevant
documents in respect of the above.

(Attested signature of Mr. _____)

For _____(Name of the Applicant)

For _____(Name of the Applicant)

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

APPENDIX- II

LETTER OF ACCEPTANCE

(On letterhead paper of the Port)

_____ (date)

TO :

(Name and address of the contractor)

Dear Sirs,

Sub. :

Tender No. :

Name of Work :

Ref. : Your bid dated

And [list the correspondence with the bidder]

This is to notify you that your bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees _____ (amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. _____ within { _____ } days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. upto _____ and also sign the contract agreement within { _____ } days of the receipt of this letter of acceptance , failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Chief Engineer

Deendayal Port Authority

CONTRACTOR

CHIEF ENGINEER

76

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

APPENDIX- III

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

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

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

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

(Name of the contractor/s)

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

(Name of the Department)

Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address)

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

2. We, _____, do hereby

(Name of Bank)

(Name of Branch)

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

exceeding Rs. _____ (Rupees _____) only.

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

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

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

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

(Name of the user department)

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

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

Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

APPENDIX- IV

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. 100/- 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]

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

APPENDIX - V

DECLARATION No. 1 (Not Applicable)

The conditions contained in the NIT were perused and it was understood that is the condition relating to GST is concerned it was mentioned as follows:

“According to GST ACT every dealer is liable to be registered whose aggregate turn over exceeds Rs.20 lakhs for supply of goods/services/executing any work contract accordingly GSTIN is to be provided for participation in tender and to award the contract”.

I the authorized signatory of the bidder do, hereby declare and confirm that I have read and understood the NIT conditions as such I am conscious about the consequences and implication of GST on the subject work. I further declare that I am well aware of the guidelines being issued by the Govt. of India regarding GST from time to time and also the applicability of the rates and the likely variation of the same in future either upwards or downwards under the GST regime in respect of the works in DPA. I am also aware that I am bound by the policy of the Govt in this regard.

I therefore hereby undertake and declare that I shall be liable to pay any amounts payable towards GST unconditionally without any demur and in this regard I hereby authorize DPA to recover or deduct such sum of GST from the amounts as per rules payable to Me/Our firm. I declare that the authorization hereby given is irrevocable and shall be binding on me as well as my successors, agents or person claiming any amount on my behalf.

SIGNATURE OF THE CONTRACTOR/ FIRMS

NAME

ADDRESS

Date:

Seal

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

APPENDIX-VI

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s)

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

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.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

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

Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture should sign the integrity pact.
- (2) In case of sub contract the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor.

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

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 recuses himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

- (7) In case of JV firm, IP agreement need to be executed and submitted in the name of the JV and all the parties of JV need to sign and stamp the agreement.

-

(For & on behalf of the Principal)

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

(Office Seal)

Signature of Witness:

(Name & Address)

Signature of Witness:

(Name & Address)

Place : Gandhidham

Date : __/__/20__

Note : The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per Bid Response Sheet No. 10 and Shri Amiya Kumar Mohapara, IFoS, (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed by DPA as Independent External Monitors and whose address are as under :-

Shri Amiya Kumar Mohapatra, IFoS, (Retd.) Qrs. No 5/9, Unit-9, Bhoi Nagar, Bhubaneshwar-751 022, Mobile No 9437002530 email: amiyaifs@gmail.com	Dr. Gopal Dhawan, Ex-CMD, MECL House NO 120, Jal Shakti Vihar (NHPC Society) P4, Builders Area, Greate Noida Gutam Budh Nagar, Uttar Pradesh- 201 315 email: gdhawangeologist@gmail.com
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**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Appendix-VII

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture / Consortium Agreement is made and entered into on this day of2026 by and between (i) M/s. (***Name of the firm to be filled-in***)....., (ii) M/s.....(***Name of the firm to be filled-in***) ,
....., primarily for the work under the Deendayal Port AUTHORITY.

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

1. Formation of Joint Venture/Consortium

(i)M/s_____ (Name of the firm to be filled in) is engaged in _____ (Details of the works undertaken by the party)

(ii)M/s_____ (Name of the firm to be filled in) is engaged in _____ (Details of the works undertaken by the party)

(iii)_____

1.1. On behalf of Board of Deendayal Port Authority (hereinafter referred to as

Employer]], the Chief Engineer, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafid Developers with proven technical and financial capabilities of executing the work _____].

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

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

1.3. The Joint Venture/Consortium will be known as...(.....*Name of JV to be filled in***.....)and shall consist of (i) (.....***Name of the firm to be filled in***.....), (ii) (.....***Name of the*****

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

firm to be filled-in.....), ,

parties to the present agreement.

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

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

1.6. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

1.7. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

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

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

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

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

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

(iii)

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

a) The Lead Partner shall provide suitable experienced personnel at site, for general

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

planning, site management and equipment operations, during entire period of contract execution.

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

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

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

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

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

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

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

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

1.19. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

1.21. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port AUTHORITY shall be through that account only.

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

(i)

Signature Name

Designation seal & Common seal of the firm

(ii)

Signature Name

Designation seal & Common seal of the firm

Witness1

Witness2

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Appendix-VIII

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/
CONSORTIUM**

((To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on thisday of(month) of 2023S, we,

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

..... hereby jointly authorize and

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

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

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

.....

.....

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

Appendix - IX

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.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

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)

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
ANNEXURE - I

NAME OF THE COMPANY / FIRM

Experience: Works completed.

Please fill information about the works completed over the past seven years.

Sl.No.	Name of the Organization	Name of the work and its location	Contract price and Date of award	Target date of completion

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Annexure-01A

Turnover of the Firm/ JV

YEAR	TURN OVER
2024-25	
2023-24	
2022-23	
Average	

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
ANNEXURE - II

NAME OF THE COMPANY / FIRM

RESOURCES: List of Engineers / Supervisors proposed to be engaged on the work

Sl. No.	Name & Designation	Qualification	Experience in relevant filed.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
ANNEXURE - III

CHECK LIST TO THE TENDER SCHEDULE

(For documents to be submitted by the tenderers for acceptance of the tender)

Sl. No.	Description	Whether submitted or not
1	EMD	Submitted / NA
2	Cost of tender schedule	Submitted / NA
3	Proof of experience as per Pre-qualification criteria	Submitted / NA
4	Proof of average Annual Turnover should be not less than 30% of the estimated cost during last 3 years.	Submitted / NA
7	Proof of GST Registrations. (For works costing more than Rs.5.00 lakhs)	Submitted / NA
8	GST Declaration - 1	
9	Annexure - I Annexure - II Annexure - III Annexure - IV Annexure - V Annexure - VI Annexure - VII Annexure -VIII Annexure - IX Annexure - X Appendix - VI	

Signature of the Tenderer

NOTE: (1) The Check List should be signed and submitted by the Tenderers along with their Tenders, duly confirming that they submit the above mentioned documents.

(2) The tenders received without Check List duly signing & enclosing and required documents as per the Check List will be liable for rejection.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

ANNEXURE-IV

TECHNO-COMMERCIAL INFORMATION

Sl.No.	Information required	Bidders response
01.	Name of the Bidder	
02.	Present address with Telephone No. and name of the contact person.	
03.	Do you accept all the Terms and Conditions of the Tender	
04.	Bidders Goods & Service tax (GST) and income tax registration Certificate details.	
05.	Bidders Permanent Account Number (PAN)	

**SIGNATURE OF THE
BIDDER**

FORMS OF SECURITIES AND OTHER FORMATS

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

**FORM-23 A
Specimen EMD**

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.

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

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 EARNEST MONEY DEPOSIT

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

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

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, nonconfirmation 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.

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
FORM-8 A
FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

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

Insurance Surety Bond No.

Date :

(Name of the Contract)

To :

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

Dear Sirs,

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

We..... [Name & Address of the Insurance Company]..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto..... (@).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or til. (days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

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

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

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

Dated thisday of 20..... at

WITNESS

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

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

Notes :

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

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

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

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

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

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

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
DISPUTES REVIEW BOARD AGREEMENT

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

THIS AGREEMENT, made and entered into thisDay of20 Between (“The Employer/ Board”) and (“the contractor”), and the Disputes Review Board (“ the DRBoard “) consisting of one/three DRBoard Members, (Members from either party, i.e. contractor and Employer/Board)

(1)

.....(2)

.....(3)

.....

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the contractor have contracted for the execution of Project name)..... (the “contract”) and WHEREAS, the contract provides for the establishment and operation of the DRBoard NOW THEREFORE, the parties hereto agree as follows:

1. The parties agree to the establishment and operation of the DRBoard in accordance with this DRBoard Agreement.
- 2 Expect for providing the services required hereunder, the DRBoard Members should not give any advice to either party or to the Nodal Officer or his nominee concerning conduct of the works.

The DRBoard Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DRBoard.
- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DRBoard.
- (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;
- (d) Shall not, while a DRBoard Member be employed whether as a consultant or otherwise by either arty to the contract, or the Nodal Officer or his nominee, expect as a DRBoard Member.

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

- (e) Shall not, while a DRBoard Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DRBoard Members.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DRBoard Members.
1. Except for its participation in the DRBoard activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DRBoard Members.
 2. The contractor shall:
 - a) Furnish to each DRBoard Member one copy of all document which the DRBoard may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
 - b) In co-operation with the Employer/Board, co-ordinate the site visits of the DRBoard, including conference facilities and secretarial and copying services.
 3. The DRBoard shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DRBoard's issuance of its Recommendation on all disputes referred to it.
 4. DRBoard Member, shall not assign or subcontract any of their work under this Agreement.
 5. The DRBoard Members are independent and not employees or agents of either the Employer/Board or the Contractor.
 6. The DRBoard Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DRBoard.
 7. Fees and expenses of the DRBoard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DRBoard requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agreed.
 8. DR Board's site visit:
 - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer or his nominee at regular intervals, at times

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DRBoard

- b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work, both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee
- c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.

9. Procedure for disputes referred to the DRBoard:

- a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating that it is given pursuant to clause [number] and stating clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DRBoard either party may refer the dispute to the DRBoard by written Request for Recommendation to the Board, the other party and the Nodal Officer or his nominee starting that it is made pursuant to [insert relevant clause no.]
- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the DRBoard.
- e) When a dispute is referred to the DRBoard, and the DRBoard is satisfied that the dispute requires the DRBoard's assistance, the DRBoard shall decide when to conduct a hearing on dispute. The DRBoard may request that written documentation and arguments from both parties be submitted to each DRBoard Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
- f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be head and to offer evidence.

The DRBoard's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DRBoard's final hearing on the dispute.

10. Conduct of Hearing:

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

documentation may be utilized by the DRBoard. Private sessions of the DRBoard may be held at any location convenient to the DRBoard.

- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DRBoard Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing is concluded, the DRBoard shall meet privately to formulate its Recommendation. All DRBoard deliberation shall be conducted in private, with all individual views kept strictly confidential. The DRBoard's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and t the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DRBoard shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member any prepare a written minority report for submission to both parties.

[Notes: Delete if it is one member DRBoard]

- 11. If during the contract period, the Employer/ Board and the contractor are of the opinion that the Disputes Review Board is not performing its function properly, the Employer/ Board and the contractor may together disbanded the Disputes Review Board. In such an event, the disputes shall referred to Arbitration straightaway.

The Employer/Board and the contractor shall jointly sing a notice specifying that the DRBoard shall stand disbanded with effect from the date specified in the notice. The notice shall posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To _____

(Project Title)

Ref: _____

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

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

Date: _____

Place: _____

Name of the Applicant: _____

Represented by (Name & Capacity) _____

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

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

Date:

To,
The Board of Authorities of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favoring yourselves
issued on a/c of
M/s. _____
(Name of contractor)

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

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

Name of signature of Bank Officer

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

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

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

To

The (PORT Address)

Dear Sir,

We-----

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

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

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

[Specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

JOINT VENTURE PARTNER INFORMATION FORM

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

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of Tendering process]*

Page _____ of _____ pages

1. Tender's Legal Name: <i>[insert Tenderer's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i> JV's Legal Lead Partner {insert name and address}
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration and details of registration]</i>
4. JV's Party year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of [check the box(es) of the attached original documents] Articles of incorporation or registration of firm named in 2, above, in accordance with tender document. In case of government owned entity from India, documents establishing legal and

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

financial autonomy and compliance with commercial law, in accordance with Tender Documents

PAN Number

Sales Tax / VAT registration number

Service Tax Registration Number

Any other documents required for statutory compliance

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

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

EXCEPTIONS AND DEVIATIONS

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

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

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

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

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Date :

DEENDAYAL PORT AUTHORITY

Form of application by the Contractor for seeking extension of time

Part-I

1	Name of Contractor	
2	Name of Work as given in the agreement	
3	Agreement No.	
4	Estimated Amount put to tender	
5	Date of Commencement of Work as per Agreement	
6	Period allowed for completion of work as per agreement	
7	Date of Completion stipulated in agreement	
8	Period for which extension of time has been given previously	
	(a) 1 st extension vide E.E.'s No. Total extension previously given	
9	Reasons for which extension have been previously given (copies of the previous application should be attached)	

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

10	Period for which extension is applied for	
11	<p>Hindrance on account of which extension is applied for which dates on which hindrance occurred and the period for which these are likely to last.</p> <p>(a) Serial No. : 01</p> <p>(b) Nature of hindrance :</p> <p>(c) Date of occurrence :</p> <p>(d) Period for which hindrance is likely to last</p> <p>(e) Period for which extension required for this particular hindrance.</p> <p>(f) Overloading period if any, with reference to item.</p> <p>(g) Net extension applied for</p> <p>(h) Remarks if any</p> <p>Total period on account of hindrance mentioned above ____ month ____ days.</p>	
13	Extension of time required for extra work	
14	Dates of extra work and amount involved;	

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

	(a) Total value of extra work (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.	
14	Total extension of time required for 11 & 12	

Submitted to the Sub Divisional Officer.....

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

BANK PAYMENT AGREEMENT FORM

(To be collected from the Parties)

1. Name of Party :
2. Account No. :
3. Branch Name :
4. IFSC Code of the Bank :
5. MICR Code :
6. Accepted for : NEFT Payment or RTGS Payment

DECLARATION BY THE PARTY :

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

Signature of the Party with Seal

FORMS OF BID, QUALIFICATION INFORMATION

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
SPECIMEN FOR FORM OF BID**

(To be executed on bidder's letter head)

Date of Tender Submission _____, Tender No. _____

Name of Work :-

To,
The Executive Engineer
Harbour Division
Deendayal Port Authority,
Annex Building, 3rdrd floor,
AO Building
Gandhidham Pin 370-201,
Dist. - Kutch (Gujarat).

We, the undersigned, declare that :

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid'] **(Refer Clause 'A' of Section - 5)**
- (d) The discounts offered and the methodology for their application are :

Discounts. if our tender is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specified item of the Schedule of Requirements to which it applies.] [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid "]

Methodology of application of the discounts. The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts]. [in case of Techno- Commercial offer it shall be mentioned that " as filled in the Price Bid "] **(Refer Clause 'A' of Section - 5)**

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub-clause 20.1]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **[ITB Sub-clause 15.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with **[insert relevant clause no., ITB Sub-clause 34]** for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract, **[insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the nationality of each subcontractor and Contractor]**. **(Refer Clause 'A' of Section - 5)**
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no. 5]**.
- (i) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract - has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-clause no. 3]**
- (j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-clause 33]** and as per specimen form for the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note of clauses of **[ITB, NIT]** under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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

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

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

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

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
CONTRACTOR'S BID (Refer Clause 'A' of Section - 5)

Name of Work :-

TO,

----- (The employer)

Address

GENTLEMEN,

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

The advance payment required / not required as per rule.

We accept the appointment of _____ as the conciliator.

(OR)

We do not accept the appointment of _____ as the conciliator and propose instead that _____ be appointed as Conciliator whose daily fees and biographical data are attached.

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

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

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

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Yours faithfully,

Authorized Signature:

Name & title of signatory

Name of Bidder

Address

Notes:

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

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS
(Letterhead of the Port)**

_____dated

To

(Name and address of the contractors)

Dear Sirs,

Sub. :

Tender No. :

Name of Work :

Ref. : Letter of acceptance no. dated

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

Yours faithfully,

Executive Engineer

Harbour Division

Deendayal Port Authority

**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT
SPECIMEN CONTRACT AGREEMENT**

(to be executed on Rs.500/-non-judicial stamp paper)

[the successful tenders shall fill in this form in Accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

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

Between

- (1) The Board of Deendayal Port Authority, an autonomous body of the Ministry of Port, Shipping & Waterways of the Government of INDIA, incorporated under the **MAJOR PORT AUTHORITIES ACT, 2021** as amended thereafter, under the laws of India and having its principal place of business at [insert address of port](hereinafter called "the "Board"/port"), and
- (2) [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

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

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

1. **Performance Guarantee: Rs. 5,08,61,024/-** paid in the form of Insurance Surety Bond/FDR/ Bank Guarantee or Digital Payment towards 10% of Contract value as Performance Guarantee.
2. **Additional Guarantee: Rs. 5,08,61,024/-** paid in the form of Insurance Surety Bond/FDR/ Bank Guarantee or Digital Payment towards 10% of Contract value as Additional Guarantee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. the following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract agreement;

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

- (b) Special conditions of contract;
- (c) General conditions of contract;
- (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
- (e) Notice inviting tender;
- (f) Replies issued to the pre-bid queries, addenda is any issued [numbers and date];
- (g) The contractor's bid and original price and delivery schedules;
- (h) The employer/ board's notification of award;
- (i) [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]
- (j) And [add here any other documents]

AND WHEREAS

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

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

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/ BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him ad approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

5. in consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

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

M/s. _____

(Name, signature Designation
and Seal of the Contractor)

WITNESS

1. _____

2. _____

Contractor

Signed, sealed & delivered

By Chief Engineer on

behalf of the Board in the

Presence of :

Chief Engineer

Deendayal Port Authority

FOR & ON BEHALF OF THE
BOARD OF DEENDAYAL PORT
AUTHORITY

Witness: (Name, Signature, address)

1. _____

2. _____

(Dy. HOD & XEN)

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

DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT

SECRETARY

AUTHORITY

DEENDAYAL

PORT

ARBITRATION RULES OF SAROD-PORTS

I N D E X

Rule

1. Scope of Application
2. Definitions
3. Notice, Calculation of Periods of Time
4. Commencement of Arbitration
5. Response by Respondent
6. Filing of Case Statements
7. Contents of Case Statements
8. Default in Filing and Serving Case Statements
9. Further Written Statements
10. SAROD-PORTS- Ports to Provide Assistance
11. Appointment of Tribunal
12. Multi-party Appointment of the Tribunal
13. Appointment of Substitute Arbitrator
14. Independence and Impartiality of the Tribunal
15. Code of Ethics for Arbitrators
16. Challenge of Arbitrators
17. Decision on Challenge
18. Removal of the Tribunal
19. Re-hearing in the Event of Replacement of the Tribunal
20. Jurisdiction of the Tribunal
21. Fees of SAROD-PORTS - Ports and Arbitral Tribunal
22. Transmission of File of the Tribunal

23. Juridical Seat of Arbitration
24. Language of Arbitration
25. Conduct of the Proceeding
26. Communications between Parties and the Tribunal
27. Party Representatives
28. Hearings
29. Documents - only Arbitration
30. Witnesses
31. Experts Appointed by the Tribunal
32. Rules applicable to substance of dispute
33. Closure of Hearings
34. Additional Powers of the Tribunal
35. Deposits to Costs and Expenses
36. Decision Making by the Tribunal
37. The Award
38. Additional Award
39. Correction of Awards
40. Settlement
41. Interest
42. Costs
43. Waiver
44. Exclusion of Liability
45. General Provisions
46. Amendment to Rules

PREAMBLE

In order to seek speedy, affordable, just and reasonable Redressal of Dispute/Differences between Major Port Trusts and Concessionaire/Contractor arising out of and during the course of execution of various contracts, a Society for Affordable Resolution of Disputes - Ports (SAROD-PORTS - Ports) has been formed as a Society under Societies Registration Act, 1860 with registration . It has been formed by Indian Ports Association and Indian Private Ports and Terminals Association with founding members as mentioned in the Memorandum of Association of SAROD-PORTS

SAROD-PORTS ARBITRATION

RULES

Rule : 1- Scope of Application

1.1 Where any agreement, submission or reference provides for arbitration at the Society for Affordable Resolution of Disputes - Ports ("SAROD-PORTS"), or under the Arbitration Rules of the SAROD-PORTS and where the case is a domestic arbitration, the same shall be conducted in accordance with the following Rules, or such Rules as amended by the SAROD-PORTS where the amendments take effect before the commencement of the Arbitration.

1.2 These rules shall come into effect from the day of approval by Governing Body of SAROD-PORTS.

Rule 2 - Definitions

2.1 These Rules shall be referred to as "the SAROD-PORTS Arbitration Rules".

2.2 In these Rules:

"Act" means the 'Arbitration and Conciliation Act 1996' of India and any statutory modifications or re-enactments thereof

"DOMESTIC ARBITRATION" means arbitration to be conducted under these rules.

"SAROD-PORTS" means the Society for Affordable Redressal of Disputes- Ports.

"SAROD-PORTS Arbitrator Panel" means the list of persons admitted to serve as arbitrators under these Rules.

IPA means Indian Ports Association

"IPPTA" means Indian Private Ports and Terminals Association

"GOVERNING BODY" means Governing Body of SAROD-PORTS as defined in Article 9 of Memorandum of Association.

"PRESIDENT" means President of Governing Body of SAROD-PORTS as defined in Rules & Regulation of SAROD-PORTS.

"SECRETARY" means Secretary of SAROD-PORTS as defined in Rules & Regulation of SAROD-PORTS.

"TRIBUNAL" means either a Sole Arbitrator or all arbitrators when more than one is appointed.

"PARTY" means a party to an arbitration agreement,

"E-Arbitration" means submission of pleadings, defence statement etc by E-mail and holding of proceedings via video conferencing.

Rule 3 - Notice, Calculation of periods of Time

3.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

3.2 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Gazetted public holidays or non-business days occurring during the running of the period of time are included in calculating the period.

3.3 Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, email or any other means of electronic transmission effected to a number, address or site of a party.

3.4 The transmission is deemed to have been received on the day of transmission.

Rule 4- Commencement of Arbitration

4.1 Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Secretary and serve on the other party {"the Respondent"}, a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:

- a. a request that the dispute be referred to arbitration;
- b. the names, addresses, telephone numbers, fax numbers and email addresses of the parties to the dispute;
- c. a reference to the arbitration clause or any separate arbitration agreement that is invoked and provide a copy of the arbitration clause or arbitration agreement;
- d. a reference to the contract out of which the dispute arises and provide a copy of the contract where possible;
- e. a brief statement describing the nature, **facts** and circumstances **leading to the** dispute;

- f. the relief or remedy sought, including the amount of claim if quantifiable at the time the Notice of Arbitration is filed;
- g. a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and
- h. the name of the Claimant's nominated arbitrator.

4.2 A filing fee of Rs. 10,000/- (Ten thousand) or any amount decided by Governing Body from time to time is payable at the time of filing the Notice of arbitration.

4.3 The date of filing of the Notice of Arbitration with the Secretary is the date of commencement of the arbitration for the purpose of these Rules.

Rule 5 - Response by Respondent

5.1 Within **14 (fourteen)** days of receipt of the Notice of Arbitration, the Respondent shall file with the Secretary and serve upon the Claimant, a Response including

- a. A confirmation or denial of all or part of the claims;
- b. Brief statement of the nature and circumstances of any envisaged counterclaims
- c. A comment in response to any proposals contained in the Notice of Arbitration; and
- d. The name of the respondent's nominated arbitrator.

5.2 A filing fee of Rs. 10,000/- or any amount decided by Governing Body from time to time is payable at the time of filing the Response.

5.3 In case parties have objection to the jurisdiction of Arbitral Tribunal, such objection shall be raised not later than 15 days of the commencement of Arbitration proceedings failing which it will be deemed that parties have waived their right to objection.

Rule 6- Filing of Case Statements

6.1 Within 30 days after the filing of the Notice of Arbitration, the claimant must file with the Secretary and serve on the Respondent, a Statement of Claimant's Case alongwith all documents to be relied upon by the Claimant.

6.2 Within 30 days after the service of the statement of Claimant's Case, the Respondent must file with the Secretary and serve on the Claimant, a statement of respondent's defence and counterclaim (if any) alongwith all documents to be relied upon by the Respondent.

6.3 Within 30 days after the service of the statement of Respondent's defence, if the Claimant intends to challenge anything in the statement of Respondent's defence and/or counterclaim, the Claimant must then file with the Secretary and serve on the Respondent, a statement of claimant's reply and if necessary, defence to counterclaim.

6.4 No further case statements may be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Secretary.

6.5 The Tribunal or if a Tribunal has not been appointed, the Secretary, may upon the written application of a party, extend the time limits provided under this Rule,

6.6 The party required to file a case statement must at the same time deposit with the Secretary for eventual transmission to the Tribunal an additional copy or additional copies of the case statement according to the number of arbitrators constituting or who will constitute the Tribunal.

Rule 7 - Contents of Case Statements

7.1 The case statements must contain the detailed particulars of the party's claim, defence or counterclaim and must thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.

7.2 It must:

a. Set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations.

b. State fully its reasons for denying any allegation or statement of the other party.

c. State fully its own version of events if a party intends to put forward a version of events different from that given by the other party.

7.3 A case statement must be signed by or on behalf of the party making it.

Rule 8 - Default in Filing and Serving Case Statements

8.1 If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal or by the Secretary, to submit its Statement of Case, the Tribunal or if a Tribunal has not been appointed, the Governing Body may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.

8.2 If the Respondent fails to submit a Statement of Respondent's Defence, the Tribunal may nevertheless proceed with the arbitration and make the award.

Rule 9 - Further Written Statements

9.1 The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.

9.2 All such further statements must be given to the Tribunal, filed with the Secretary and served on the Claimant or Respondent, whichever is applicable.

Rule 10 - SAROD-PORTS to Provide Assistance

10.1 At the request of the Tribunal or either party, the Secretary will render such assistance as is required for the conduct of the arbitration, including arranging for facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation of these rules.

10.2 Any additional expenses incurred or to be incurred for any such arrangements shall be borne by the parties.

Rule 11- Appointment of Tribunal

11.1 The disputes shall be decided by a Sole Arbitrator when the total claim of dispute is Rs. 3 Crores or less.

11.2 In all cases of disputes claimed for more than Rs. 3 Crores, the tribunal shall consist of odd number of Arbitrators to be nominated by the parties. The Presiding Arbitrator shall be appointed by the Arbitrators nominated by the parties from amongst the panel maintained by SAROD-PORTS. For deciding the Presiding Arbitrator, a draw of lots can be carried out from amongst the names suggested by the Arbitrators nominated by the Parties. The eligibility criteria for empanelment of Arbitrators will be decided by the Governing Body.

11.3 If a Sole Arbitrator is to be appointed, the Governing Body will appoint the Arbitrator within 21 days from the date the Respondent's Statement of Defence and Counterclaim (if any) is filed or falls due, whichever is earlier. The Governing Body will appoint the Arbitrator from the panel of Arbitrators by draw of lots,

11.4 An Arbitrator/Presiding Arbitrator to be appointed under these Rules shall be a person on the SAROD-PORTS Arbitration Panel as at the date of the appointment,

11.5 In the event of any party failing to appoint Arbitrator within 30 days of receipt of the notice of Arbitration, the Governing Body shall appoint the Arbitrator or Presiding Arbitrator as the case may be by a draw of lots.

Rule 12- Multiparty appointment of the Tribunal

12.1 If there are more than 2 parties in the arbitration, the parties shall agree on the procedure for appointing the Tribunal within 21 days of the receipt of the Notice of Arbitration.

12.2 If the parties are unable to do so, upon the lapse of the 21 day time period mentioned herein, the Tribunal shall be appointed by the Governing Body as soon as practicable.

Rule 13-Appointment of Substitute Arbitrator

In the event of the death or resignation of any of the arbitrators, a substitute arbitrator must be appointed by the same procedure as in Rule 11 by which the arbitrator concerned was appointed, failing which, the Governing Body will make the appointment.

Rule 14 - Independence and Impartiality of the Tribunal

14.1 The Tribunal conducting arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.

14.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.

14.3 An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 14.2 to the Secretary and/ or to all parties.

Rule 15 - Code of Ethics for Arbitrators

An Arbitrator is a fountain of justice and emblem of equity, fairness and good conscience. Therefore he/she is expected to exhibit a noble conduct. The code of conduct prescribed by the Governing Body has to be adopted.

Appointment

15.1 A prospective arbitrator shall accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias, he has an adequate knowledge of the language of the arbitration, and he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect,

15.2 In this code, the masculine includes the feminine.

Disclosure

15.3 A prospective arbitrator shall disclose all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence, such duty to continue thorough out the arbitral proceedings with regard to new facts and circumstances, **in terms of the arbitration and conciliation Act 1996 as amended from time to time.**

15.4 A prospective arbitrator shall disclose to the Secretary and any party who approaches him for a possible appointment:

- (a) Any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration;
- (b) The extent of any prior knowledge he may have of the dispute.

Bias

15.5 The criteria for assessing questions relating to bias are impartiality and independence. Partiality arises when an arbitrator favours one of the parties or where he is prejudiced in relation to the subject matter of the dispute. Dependence arises from relationships between an arbitrator and one of the parties, or with someone closely connected with one of the parties.

15.6 Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. Past business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect a prospective arbitrator's judgment. He should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed.

Communications

15.7 Before accepting an appointment, an arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration.

15.8 No arbitrator shall **Communicate** with any of the parties or their Counsel until after the Secretary gives notice of the formation of the Tribunal to the parties.

15.9 Throughout the arbitral proceedings, an arbitrator shall avoid any unilateral communications regarding the case with any party, or its representatives.

Fees

15.10 In accepting an appointment, an arbitrator agrees to the remuneration as prescribed in the rules of SAROD-PORTS, and he shall make no unilateral arrangements with any of the parties or their Counsel for any additional fees or expenses without the agreement of all the parties and the consent of the Secretary of SAROD-PORTS.

Conduct

15.11 Once the arbitration proceedings commence, the arbitrator shall acquaint **himself** with all the facts and arguments presented and all discussions relative to the proceedings so that he may properly understand the dispute.

Confidentiality

15.12 The arbitration proceedings shall remain confidential. An arbitrator is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.

15.13 This Code is not intended to provide grounds for the setting aside of any award.

Rule 16- Challenge of Arbitrators

16.1 An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence and also if he or she has committed any misconduct

16.2 An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties,

16.3 A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.

16.4 A party who intends to challenge an arbitrator shall file with the Secretary and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.

16.5 The Notice of challenge must be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 15.1 became known to that party.

16.6 The Notice of Challenge must state the reasons for the challenge.

16.7 The arbitration shall be suspended until the challenge is resolved or decided upon.

16.8 When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 11 read with Rule 13, shall be used for the appointment of a substitute arbitrator.

Rule 17 - Decision on Challenge

17.1 If the other party does not agree to the challenge and the arbitrator does not withdraw, the decision on the challenge will be made by the Governing Body.

17.2 If the Governing Body sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 11 read with Rule 13. If the Governing Body dismisses the challenge, the arbitrator shall continue with the arbitration.

Rule 18 - Removal of the Tribunal

18.1 The Governing Body may on the application of a party remove an arbitrator:

a. Who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or

b. Who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.

c. Who has continuously absented from attending the proceedings for more than 3 sitting without prior permission of Presiding Arbitrator/Governing Body of SAROD-PORTS.

18.2 The arbitrator(s) concerned is entitled to appear and be heard at the hearing of the application to remove him.

18.3 Upon the removal of the arbitrator, a substitute arbitrator shall be appointed in accordance with Rule 11 read with Rule 13.

18.4 The Governing Body's decision on the application is final and is not subject to appeal or review.

Rule 19 - Re-hearing in the Event of Replacement of the Tribunal

If the sole or presiding Arbitrator is replaced, there shall be a re-hearing. If any other arbitrator is replaced, such re-hearing may take place at the discretion of the Tribunal.

Rule 20 - Jurisdiction of the Tribunal

20.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement.

20.2 The plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. [neither case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the appointment of an arbitrator.

20.3 The Tribunal must rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.

20.4 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed with the arbitration **notwithstanding** the failure or

refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

Rule 21 - Fees of SAROD-PORTS and Arbitral Tribunal

Fee Schedule

Registration Fee (Non - Refundable): Rs.10,000/- or any amount fixed by Governing Body from time to time. The Schedule of Fees and allied expenditure shall be decided by Governing Body.

Rule 22- Transmission of File to the Tribunal

22.1 The Secretary shall, as soon as practicable transmit to the Tribunal, a file containing the Notice of Arbitration, the Response and all case statements.

22.2 The Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

Rule 23- Judicial Seat of Arbitration

23.1 Unless otherwise agreed by the parties, the judicial seat of arbitration shall be New Delhi.

23.2 Notwithstanding Rule 22.1 and 22.2, the Tribunal may, unless otherwise agreed by the parties, hold hearings and meetings anywhere convenient, subject to the provisions of Rule 28.2.

Rule 24 - Language of Arbitration

The language of arbitrators shall be English. In case of material existing in any other language, other than English the same has to be translated to English language.

Rule 25 - Conduct of the Proceedings

The Tribunal shall have the widest discretion allowed by the Act to ensure the just, expeditious, economical and final determination of the dispute. The proceedings shall be conducted from 1 O.AM to 5PM with a recess of one hour.

Rule 26 - Communication between Parties and the Tribunal

26.1 Where the Tribunal sends any written communication to one party, it shall send a copy to the other party or parties as the case may be.

26.2 Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.

26.3 The address of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.

26.4 A copy of correspondence between the parties and the Tribunal shall be sent to the Secretary.

Rule 27 – Party Representatives

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require. The names and addresses of such representatives must be notified to the other party or parties. In case one party is represented by non-legal person, another party will also be represented by non-legal person so as to maintain natural justice.

Rule 28 - Hearings

28.1 Unless the parties have agreed on documents- only arbitration the tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.

28.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitrations on the first hearing, and complete time table pertaining to all the activities of the Arbitration e.g submission of statement of claim, reply, counter claim, reply therein, admission and denial of documents, visit/inspection of site if any. The tribunal shall stick to the time table with or without any deviations unless there are unavoidable circumstances warranting such deviation which will be with the prior permission of the tribunal.

28.3 Prior to the hearing, the Tribunal may provide the Parties with matters or questions to which it wishes them to give special consideration.

28.4 In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.

28.5 All meetings and hearing shall be in private unless the parties agree otherwise.

Rule 29 - Documents Only Arbitration

29.1 The Disputes may be decided without an oral hearing if it is so agreed by the parties.

29.2.1 Where the parties agree to dispense with oral hearing, the Tribunal must be promptly informed by either of the parties, as soon as is practicable. The Tribunal must also be promptly informed it, at a later stage, the parties or either of them intends to apply for an oral hearing.

29.2.2 Parties may seek discovery of documents if they are not satisfied with existence of documents annexed with statement of claim, reply and counter claim by giving self contained request to the Tribunal justifying the necessity for such documents. Decision of tribunal shall be final and binding upon the parties.

Rule 30 - Witnesses

30.1 The Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call and reasons for legal necessity of such witness .

30.2 No party shall call any expert witness without the leave of the Tribunal.

30.3 Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunal,

30.4 A Witness may be required by the Tribunal to testify under oath or affirmation

30.5 Subject to such order or direction which the Tribunal may make, the testimony of witness may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits,

30.6 Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether,

30.7 The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

Rule 31- Experts Appointed by the Tribunal

31.1 Unless otherwise agreed by the parties, the Tribunal may:

- a. appoint one or more experts to report the Tribunal on specific issues;
- b. require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.

31.2 Unless otherwise agreed by the parties, if a party so requests or if the

Tribunal deem it fit, the expert shall, after delivery of his written or oral report, participate in an oral hearing, at which the parties may question him and present expert witnesses in order to testify on the points at issue.

31.3 Rule 30.2 shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Tribunal to advise solely in relation to procedural matters.

Rule 32 - Rules applicable to substance of dispute - (1) Where the place of arbitration is situated in India

32.1 In an arbitration, the arbitral tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India;

Rule 33 - Closure of Hearing

33.1 The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submission to make and, if there are none, declare the hearing closed.

33.2 The Tribunal may also, in view of exceptional circumstance, reopen the hearings at any time before the award is made.

Rule 34 - Additional Powers of the Tribunal

34.1 In addition to the powers conferred by the Act, the Tribunal shall also have the power to:-

- a. Allow any party, upon such terms of as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
- b. Extend or abbreviate any time limits provided by these Rules;
- c. Conduct such enquires as may appear to the Tribunal to be necessary or expedient;
- d. Order the parties to make any property or thing available for inspection
- e. Order any parties to produce to the tribunal, and to other parties for inspection, and to supply copies of any documents, or classes of documents in their possession, custody, or power which the Tribunal determines to relevant.
- f. Make orders or give directions to any party for interrogatories;
- g. Make orders or give directions to any party for an interim injunction or any other interim measure;

h. Make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is applicable or these Rules.

34.2 If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

Rule 35- Deposits to Costs and Expenses

35.1 The Tribunal's fees and SAROD-PORTS administration fees shall be ascertained in accordance with the Schedule of Fees in Force at the time of commencement of the arbitration.

35.2 The Claimant shall deposit with the SAROD-PORTS half of the fees payable at the time of filing of the Statement of Case. The Respondent shall deposit with the SAROD-PORTS one-half of the fees payable at the time of filing the Statement of Respondent's Defence and Counterclaim (if any). The balance of fees payable shall be paid 60 days before the date of the final hearing or on such other date that the Secretary may direct.

35.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, the Secretary will make a provisional estimate. The fees will be adjusted in the light of such information as may subsequently become available. If the arbitration is settled or disposed of without a hearing, the amount of the Tribunal's fees and SAROD-PORTS administration fees shall be finally determined by the Secretary who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of.

35.4 The Secretary may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties.

35.5 All deposit(s) shall be made to and held by the SAROD-PORTS. Any interest which may accrue on such deposit(s) shall be retained by the SAROD-PORTS.

35.6 If a party fails to make the payments or deposits required or directed, the Tribunal may refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, although it may proceed to determine claims or counterclaims by any party who has complied with orders.

35.7 The parties shall remain jointly and severally liable to the SAROD-PORTS for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

Rule 36 - Decision Making by the Tribunal

36.1 Where a Tribunal has been appointed, any direction, order, decision or award of the Tribunal must be made by the whole Tribunal or a majority. If an arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.

36.2 If there is no unanimity, the same shall be made by the majority arbitrators as well as by the dissenting arbitrator alone as if acting as a sole arbitrator.

36.3 However, in case of a three-member Tribunal the presiding arbitrators may after consulting the other arbitrators, make procedural rulings alone.

Rule 37 - The Award

37.1 It will be mandatory for the parties to submit written synopsis of their arguments respectively which will form part of the arbitral proceedings.

37.2 The Tribunal shall assemble at the assigned place in SAROD-PORTS and shall exercise utmost secrecy and confidentiality in writing the award,

37.3 Unless the Secretary extends the time or the parties agree otherwise, the Tribunal shall make its Award in writing within 30 days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall contain the date and shall be signed by the arbitrator or arbitrators.

37.4 The Tribunal may make interim awards or separate awards on different issues at different times.

37.5 All Awards must be submitted by the Tribunal to the Secretary and they shall be issued through the Secretary.

37.6 The Tribunal must deliver to the Secretary number of originals of the award sufficient for the parties and for filing with the Secretary.

37.7 The Secretary shall release the award to the parties only upon receipt of sufficient deposits to cover the fees and expenses due to the Tribunal and to the SAROD-PORTS.

37.8 By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay.

37.9 Stamp duty on award shall be payable by the party in whose favor the award has been pronounced.

Rule 38- Additional Award

38.1 Within 30 days after the receipt of the award, either party, with notice to the Secretary and the other party may request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.

38.2 If the Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall notify all the parties within 7 days of the receipt of the request, that it will make an additional award, and complete the additional award within 30 days after the receipt of the request.

Rule 39 - Correction of Awards

39.1 Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Secretary and the other party request the Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature.

39.2 If the Tribunal considers the request to be justified, it shall make the corrections) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.

39.3 The Tribunal may correct any error of the type referred to in Rule 37.1 on its own initiative within 30 days of the date of the Award.

Rule 40- Settlement

40.1 If, the parties arrived at amicable settlement of the dispute during the currency proceedings, the parties shall file memo of settlement before the tribunal who shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award,

40.2 The Parties shall:

- a. Notify the **Tribunal** and the Secretary immediately if the arbitration is settled or otherwise terminated:
- b. Make provision in any settlement for payment of all the costs of the arbitration and fees and expenses due to the SAROD-PORTS and the Tribunal.

40.3 If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 38.1, before the award is made, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless party raises justifiable grounds for objection.

40.4 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Tribunal, shall be communicated by the Tribunal to the parties through the Secretary.

Rule 41- Interest

The Tribunal may award interest on any sum awarded at such rate as applicable in fixed deposits of Sate Bank of India in respect of such periods ending not later than the date of the award as the Tribunal considers just.

Rule 42- Costs

42.1 The Tribunal shall specify in the final award, the costs of the arbitrations and decide which party shall bear them and in what proportion they shall be borne.

42.2 In this Rule, "costs of the arbitration" shall include:

- a. The fees and expenses of the Tribunal and the administration fees of the SAROD-PORTS as determined by the Secretary in accordance with the Schedule of Fees;
- b. The costs of tribunal appointed experts or of other assistance rendered: and
- c. All expenses which are reasonably incurred by the SAROD-PORTS in connection with the arbitration.

42.3 The Tribunal has power to order in its Award, that all or part of the legal or other costs (such as legal fees and expenses, costs incurred in respect of party appointed experts etc) of one party shall be paid by the other party.

Rule 43 - Waiver

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating its objection in writing such non-compliance shall be deemed to have waived its right to object.

Rule 44 - Exclusion of Liability

44.1 The Tribunal, the President, the SAROD-PORTS and any of its officers, employees or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules,

44.2 After the Award as been made and the possibilities of corrections and additional Awards have lapsed or been exhausted, neither the Tribunal nor the President shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the

President or the SAROD-PORTS and any of its officers a witness in any legal proceedings arising out of the arbitration.

Rule 45- General Provisions

45.1 In all matters not expressly provided for in these Rules, the President, the Secretary and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the just, expeditious and economical conclusion of the arbitration.

45.2 The Secretary may from time to time issue Practice Notes on the implementation of these Rules.

Rule 46- Amendment to Rules

These Rules may from time to time be amended by the Governing Body of SAROD-PORTS.