

# **DEENDAYAL PORT AUTHORITY**



## **TENDER DOCUMENTS FOR**

**“Hiring of 02 nos. Mooring Boats with crew  
for a period of 05 years at Kandla.”**

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**TENDER NO.DC-01/2026**

### **Tender Invited by: -**

Deputy Conservator,  
A.O. Building, 1st Floor,  
Deendayal Port Authority,  
Gandhidham – Kutch,  
Gujarat – India

Phone No: +91-2836-233585,  
220235 Mobile No. 9879714341

Email-ID: [dyconservator@deendayalport.gov.in](mailto:dyconservator@deendayalport.gov.in),  
[suptacmarine@deendayalport.gov.in](mailto:suptacmarine@deendayalport.gov.in)

# **DEENDAYAL PORT AUTHORITY**

**E-Tenders TENDER NO: - DC-01/2026**

**NAME OF WORK : "Hiring of 2 nos. Mooring Boats with crew for a period of 5 years at Kandla"**

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

<b>FROM</b>	<b>:</b>	<b>23/04/2026</b>
<b>TIME &amp; DATE OF PRE-BID MEETING</b>	<b>:</b>	<b>Not Applicable</b>
<b>LAST DATE &amp; TIME FOR RECEIPT OF BIDS</b>	<b>:</b>	<b>@ 12.00 Hrs. on 06/05/2026</b>
<b>TIME &amp; DATE OF OPENING OF BIDS</b>	<b>:</b>	<b>@ 12.05 Hrs. on 06/05/2026</b>
<b>PLACE OF OPENING OF BIDS</b>	<b>:</b>	<b>CHAMBER OF DEPUTY CONSERVATOR, DEENDAYAL PORT AUTHORITY, A.O. BUILDING, 1ST FLOOR, GANDHIDHAM – KUTCH, (GUJARAT STATE) 370 201.</b>

**OFFICER INVITING BIDS: DY. CONSERVATOR, DEENDAYAL PORT AUTHORITY.**

## **DEENDAYAL PORT AUTHORITY**

**Tender for: "Hiring of 2 nos. Mooring Boats with crew for a period of 5 years at Kandla"**

<b>NO.</b>	<b>DESCRIPTION</b>
01.	NOTICE INVITING ON LINE TENDER
02.	SECTION-I (INSTRUCTIONS TO TENDERERS)
03	INFORMATION AND INSTRUCTION FOR CONTRACTORS FOR E-TENDERING
03.	SECTION-II (GENERAL CONDITIONS OF CONTRACT)
04.	SECTION-III (SCOPE OF WORK & TECHNICAL INFORMATION)
05.	SECTION-IV (Tendering Forms)
06.	Appendix-I (Format for furnishing technical specification of Mooring Boat)
07.	Schedule-B (Schedule of Price)
08.	GUIDELINES ON BANNING OF BUSINESS DEALINGS

**DEENDAYAL PORT AUTHORITY**  
**TENDER NO. DC-01/2026**

E-Tenders are invited by **THE DEPUTY CONSERVATOR,**  
**DEENDAYAL PORT AUTHORITY** as per the details given in  
the table below.

Name of work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Tender downloaded from	Date of pre-bid meeting	Last date and time of submission of Bid	Date and time of opening of Bid
"Hiring of 02 Nos. Mooring Boats with Crew for a period of 05 years at Kandla."	5,900/- including 18% GST as admissible	Rs. 5,25,16,363/- Rs. 1,05,03,273/- Per Year (excluding GST)	Rs. 2,10,065/-	23/04/2026	Not applicable	06/05/2026 @12:00	06/05/2026 @12:05

Detailed tender notice along with complete tender documents can be downloaded from website: <https://tender.nprocure.com> from 23/04/2026 to 06/05/2026 at 12.00 hrs. The tender Notice is also available on <https://www.deendayalport.gov.in> and <https://eprocure.gov.in>. Technical bid will be opened on 06/05/2026 at 12.05 hrs. The date of opening of price bid will notified after scrutiny and evaluation of Technical Bid.

For Further details, contact: 02836-220235/233585, Mobile No.9879714341 At office of the Deputy Conservator administrative building Gandhidham during any working hrs. before the last date and time of downloading the Tender Document

**Deputy Conservator**  
**Deendayal Port Authority**

## **NOTICE INVITING ON LINE TENDER**

<b>Department</b>	Marine Department
<b>Circle/ Division</b>	Marine Department, A.O. Building, 1st Floor, Gandhidham (Kutch) – 370 201.
<b>Tender Notice No.</b>	DC-01/2026
<b>Name of Project</b>	"Hiring of 2 nos. Mooring Boats with crew for a period of 5 years at Kandla"
<b>Name of Work</b>	"Hiring of 2 nos. Mooring Boats with crew for a period of 5 years at Kandla"
<b>Estimated Contract Value (INR)</b>	Rs. 5,25,16,363/- Rs. 1,05,03,273/- <b>(One Crore Five Lakhs Three Thousand Two Hundred Seventy Three) per Annum</b>
<b>Period of hiring</b>	05 years from the date of deployment of Mooring Boats.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	INR
<b><u>Pre-Qualifying Criteria:</u></b>	<p><b>1. <u>Financial Standing:</u></b> The average annual financial turnover of the Bidder over the past three years ending 31<sup>st</sup> March of previous financial year should not be less than <b>Rs. 31.51</b> Lakhs, Certified by Chartered Accountant along with <b>Unique Document Identification Number (UDIN)</b>.</p> <p><b>2. <u>Experience in terms of:</u></b> Experience of having successfully completed similar works or on going work more than one-year period during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than <b>Rs.42.01</b> Lakhs (excluding GST). <b>OR</b></p> <p>(ii) Two similar completed works each costing not less than <b>Rs.52.52</b> Lakhs (excluding GST). <b>OR</b></p> <p>(iii) One similar completed work costing not less than <b>Rs. 84.03</b> Lakhs (excluding GST).</p>

		<p><b><u>Similar works means</u></b> “Providing of Mooring Boat or any other crafts alongwith its crew for Port/Harbour Operations. <b>(In any Govt, Semi Govt, PSU &amp; Pvt. Organizations)</b></p> <p>The bidder must submit the Certificate of Registry for boat along with similar work experience certificate for which work was carried out.</p> <p><b>3. <u>Satisfactory Performance:</u></b></p> <p><b><u>Experience in last Seven (7) years:</u></b></p> <p>The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the boat was supplied on hire basis and operated successfully.</p> <p><b>In case of ongoing/substantial works,</b> completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.</p> <p><b>Note:</b> If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.</p>
	<b><u>Joint Venture:</u></b>	<b><u>Not Allowed</u></b>

	<b><u>Integrity Pact:</u></b>	<p>Integrity Pact agreement signed by the DPA authority along-with one witness should be submitted in Technical bid stage duly scanned, stamped, signed and dated by the Bidder along with one witness signature, name and address from their side as per format in Form-6 in the tender document.</p> <p>However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit the hard copy duly filled signed, stamped IP Agreement to Deputy Conservator, AO Building, Gandhidham 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.</p> <ul style="list-style-type: none"><li>• In case of Partnership firm, IP agreement shall be signed by all the partners of partnership firm.</li><li>• In case of limited company IP agreement to be signed by authorized signatory as per POA duly supported with Boards resolution</li></ul>
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		<ul style="list-style-type: none"> <li>In case of Joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s) to be executed and submitted in the name of the participated firm of JV to sign and stamp the agreement, in technical bid stage. <b>(Not Applicable)</b></li> </ul> <p><b>Note:</b> In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm and all the partner of JV need to sign and stamp IP agreement. Partnership deed/JV agreement also to be submitted in technical bid.</p>
	<b><u>Downloading Websites:</u></b>	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a> <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>
	<b><u>Bid Document Fee:</u></b>	<b>Rs.5,900/-</b> (Including GST 18%)
	<b>Document Fee Payable To:</b>	Document Fee shall be made through online payment mode in Bank A/c of Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000
	<b>Bid Security / EMD(INR):</b>	<b>Rs. 2,10,065/-</b>
	<b>Bid Security / EMD (INR) In Favour of:</b>	EMD shall be made through online payment mode in Bank A/c of Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000
	<b>Bid Document Downloading Start Date</b>	23/04/2026
	<b>Bid Document Downloading End Date</b>	06/05/2026
	<b>Date &amp; Place of Pre- Bid Meeting</b>	Not applicable
	<b>Last Date &amp; Time for Receipt of Bids</b>	06/05/2026 @ 12:00
	<b>Bid Validity Period</b>	120 Days from the date of opening of technical bid.

**Condition for EMD & Tender fee.**

**Tender Fees:** Rs. 5,900/- (incl. of GST) shall be made through online payment mode in Bank A/C of Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000.

**EMD:** Rs. 2,10,065/- (Rupees Two lakhs ten thousand sixty five only) shall be made through online payment mode in Bank A/C of Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification

-2008 mentioned in the Sub class Nos. 50120 only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Form-13) at the time of submission of bid failing which the bid shall be considered non- responsive.

<b>SECTION F</b>	<b>SERVICES</b>
DIVISION 50	Water transport
GROUP 501	Sea and coastal water transport
CLASS 5012	Sea and coastal freight water transport
Sub-class 50120	harbour operation and other auxiliary activities such as docking, pilotage, lighterage, vessel salvage, see 5222

Note: The bidder who are submitting bids with exemption for Tender Fees and EMD under MSE's, if the bidder's Major activity is trading will not be liable for exemption as per Circular F.No. 1(3)/2048-M A, Part-III, dated 25.03.2022 under Q&A No. 18

**Banking Details:**

Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000

<b>Bid Opening Date:</b>	Technical Bid will be opened on 06/05/2026@ 12:05 hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
<b>Documents required to be submitted by scanning through online:</b>	Documents in support of fulfilling qualifying criteria as indicated above and as per tender conditions. EMD & tender fee shall be made through online payment mode and Integrity pact at technical stage.
<b>Officer- Inviting Bids:</b>	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)
<b>Bid Opening Authority:</b>	Deputy Conservator, Deendayal Port Authority.
<b>Address:</b>	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Deendayal Port Authority, Gandhidham (Kutch)
<b>Contact Details:</b>	+91 98797 14341

**Note:**

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n)Procure Support team at following address:

(n)code Solutions – A division of  
GNFC Ltd., (n)Procure Cell, 403,  
GNFC Info tower,  
S.G. Road, Bodakdev,  
Ahmedabad – 380054  
(Gujarat).

Contact Details:

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

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

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533 E-mail: nprocure@gnvfc.net

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

**Deputy Conservator,  
Deendayal Port Authority**

## **SECTION-I**

### **INSTRUCTIONS TO TENDERERS**

**1. Scope of Bid:**

E- tenders are invited for "Hiring of 2 nos. Mooring Boats with crew for a period of 05 years at Kandla" in accordance with the attached instructions to tenderers, form of tender, general conditions, technical specifications, special conditions etc. in the form of tender set from qualified and experienced firms in the field of supply, man and operate.

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

**3.** The acceptance of a tender or part thereof will rest with the Chairman, Deendayal Port Authority, who does not bind himself to accept the lowest tender or part thereof and reserves the right to reject any or all the tenders received without assigning any reasons. Tenders which do not fulfill the prescribed qualification will be liable for rejection.

**1.** Tender papers containing conditions of contract, Technical specifications etc. can be downloaded from website <https://tender.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) & <https://eprocure.gov.in> on payment of Rs.5,900/- non-refundable as tender fee by online transfer/digital mode in favour of Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000

**2. NOT APPLICABLE** - A Pre-bid meeting will be held in the Board room, A.O. Building, Deendayal Port Authority, Gandhidham on \_\_\_\_\_ to clarify the requirements and various doubts raised by the tenderers in writing. The outcome of Pre-bid meeting shall be communicated to all Tenderers. The date of submission of tender will be intimated while conveying the outcome of the pre-bid meeting.

The prospective bidders have to send their pre-bid queries related to tender on or before 24 hours of pre-bid meeting date & time by email/by in person/by post, after than the queries will not be entertained by the department.

**3.** Documents/Forms to be submitted the bidder shall scan and forward the following documents/Forms with their bid: Hard copy of all the

**(i) Tender Fee Receipt:** Tender Fee of Rs. 5,900/- (including GST 18%) to be remitted by scanning through online transfer /Digital mode in favour of Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000.

**(i) EMD/Bid Security:** Rs.2,10,065/- (Rupees two lakhs ten thousand sixty five only) shall be made by shall be made through online payment mode in Bank A/C of Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000

**(ii)** Scanning through online payment mode Deendayal Port Authority at Panjab National Bank, Gandhidham, Current Account No. 0190002100031883, IFSC Code: PUNB0019000.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. 50120 only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Form-13) at the time of submission of bid failing which the bid shall be considered non- responsive.

The bidder who are submitting bids with exemption for Tender Fees and EMD under MSE's, if the bidder's Major activity is trading will not be liable for exemption as per Circular F.No. 1(3)/2048-M A, Part-III, dated 25.03.2022 under Q&A No. 18

However, for **the purpose of realization of Tender Fees & EMD**, bidder shall send the same in original to Deputy Conservator at the time of tender opening or send the same through RPAD so as to reach the Deputy Conservator, Deendayal Port Authority, A.O. Building, Gandhidham within 07 days from the last date of opening of bid along with other documents.

#### **4. Bid Validity:**

**4.1** Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter



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

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

**(a) Technical Bid:**

Bid Security and Tender Fee EMD & Integrity Pact (in case of exemption claimed than MSME certificate with bid securing declaration also)

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

**(b) Financial Bid:**

Bill of quantities duly filled and digitally signed by bidder.

**12. Pre-Qualification Criteria/Bidding Condition:**

**a) Financial Standing:**

The average annual financial turnover of the Bidder over the past three years ending 31<sup>st</sup> March of previous financial year should not be less than **Rs.31.51**Lakhs, Certified by Chartered Accountant along with **UDIN**.

**b) Experience in terms of:**

Experience of having successfully completed or substantially completed similar works/on-going similar works more than one year period during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:

(i) Three similar completed works each costing not less than **Rs.42.01** Lakhs (excluding GST).

**OR**

(ii) Two similar completed works each costing not less than **Rs.52.52** Lakhs (excluding GST).

**OR**

(iii) One similar completed work costing not less than **Rs.84.03** Lakhs (excluding GST).

- **Similar works means** "“ Providing of Mooring Boat or any other crafts alongwith its crew for Port/Harbour Operations. **(In any Govt, Semi Govt, PSU & Pvt. Organizations)**

The bidder must submit the Certificate of Registry of boat alongwith similar work experience certificate for which work was carried out.

c. **Deleted.**

d. **Satisfactory Performance:**

**Experience in last Seven (7) years:**

The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the Mooring boat was supplied on hire basis and operated successfully.

**In case of ongoing works, completed more than one-year period,** completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.

**Note:**

1. A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference no. of work order, the date of completion and amount of work done. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:
  - 
  - (i) Name of Contractor (ii) Name of Work (iii) No. of work order/agreement and date (iv) Contract value (v) Contract period (vi) Date of commencement of work
  - (vii) Date of completion (viii) Value of Work executed during the contract period/original contract period (ix) Date of issue of completion certificate.
2. A copy of the work order should also be submitted for which the bidder is submitting completion certificate.
3. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.

**(e) Joint Venture: Not Allowed**

**(f) Registration**

At the time of submission of Bids, the tenderer should own the Vessel offered for hire to the Port Authority or should submit a legally binding / enforceable Memorandum of Understanding with the owner of Vessel / Builder for chartering or purchase of the vessel. (Proof of ownership or copy of MoU on a stamp paper to be submitted)

- (a) If the vessel is not in the name of bidder then the bidder shall furnish the technical specifications as per the format as placed at Appendix-I along with its GA plan, Registration Certificate under IACS CLASS and shall be operated under I.V. Act, and Speed Test Certificate issued by any classification society of IACS member. And legally

binding / enforceable MoU with the owner on Rs.300/-  
Non-judicial stamp paper.

- (b) For vessel under construction or new built vessel, bidders shall submit legally binding / enforceable MoU with the owner / builder on a Rs.300/- Non-judicial stamp paper and copy of GA Plan.
- (c) In case bidder may construct the boat at their own yard, than bidder has to submit an undertaking on Rs. 300/- non-judicial stamp paper for construction of boat as per tender requirement.
- (d) DPA may seek any other details / documents which it may feel as necessary to ascertain and establish the competence in all respects. Further, bidder must give only one offer (for each boat) either charter or new built or pre-own or self-construction, if not submitted or more than one offer submitted than bid will be rejected.

**13. Conditions for bid submission by Joint Venture:**  
**Not applicable**

**14. Price Bid Evaluation:**

Price bids of those tenderers, who have qualified techno-commercially, will be opened and daily charter rate for evaluation will be calculated as per the following:

Basic Charter rates per day = X

**Y = Fuel Consumption of main engine per hour in liters**

Y1 = Fuel consumption of main engine port @100%MCR.

Y2 = Fuel consumption of main engine stbd @100%MCR

(The Fuel Consumption is to be quoted by the bidder in format provided at Appendix-I, shall be considered for evaluation. In case of failure of quoting the same, the bidder shall stand to be disqualified)

Daily rate = X + [8 x 1 x Y] C

(where Y = Y1 + Y2) Where;

Average running per day = 8 hours x 1 Boat

C = Cost of fuel oil/liter on the date of the submission of the tender [IOC rate prevailing at Gandhidham on the date of opening of price bid].

**Fuel Consumption:**

**Avg. Fuel = Total fuel consumed during the year/no. of hours worked during that year.**

The declared fuel consumption given by the bidder will be consider as base fuel consumption and in case of fuel consumption increase during

any month upto 12 month the same will be recovered from the instant bill.

Avg. Fuel consumption during the year + 10% or 100% MCR whichever is less shall be capped for particular Mooring Boat and shall be called Base fuel consumption for that particular Mooring Boat. This Base shall remain same for all sub-sequent years of contract.

Recovery towards excess fuel shall be made over and above the Base Fuel Consumption for particular Mooring Boat on monthly average consumption basis.

During first year of contract the recovery shall be made from the last bill of the year i.e. 12th RA Bill

Rate of fuel for recovery purpose shall be considered average rate of the month to which recovery pertains (IOCL bulk rate of Kandla).

In subsequent years' recovery shall be made on monthly basis from every monthly RA Bill based for fuel certification given by EIC (Tug), DPA.

**15. Evaluation & Comparison of Tenders:**

Only those tenderers as have been determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. Employer's decision on this shall be final, conclusive and binding.

**16. Following documents to be submitted in Technical bid stage (soft copies to be uploaded in (n) procure portal and hard copies to be submitted to the office of Deputy Conservator within 7 days from the date of opening of bid): -**

- a. Tender Fee, EMD, Integrity Pact should be submitted at technical bid stage. In case bidder obtaining exemption benefit under MSME class, then the necessary valid registration copies of MSME alongwith Bid securing declaration must be submitted in Technical bid stage, otherwise bid will be rejected.
- b. Technical bid including specification and drawings/Brochures, Fuel Graph etc. The fuel declaration should be declared by the OEM & for existing offered boats, a shop test certificate should be submitted by bidder. Format for furnishing technical specification of Mooring Boats (Appendix-I).
- c. Whole tender document duly filled in all the annexure/schedules, etc. (except price **Schedule-B**, which is to be submitted blank) etc. signed on each page of tender as token of acceptance of Deendayal Port Authority's conditions. The price bid should be inclusive of all taxes and duties. No Mobilization/de-mobilization charges will be paid. The tenderers should quote a Lump sum rate per day. The price Schedule- B to be filled in online in (n) procure portal. Bidders may note that price quoted shall not be declared anywhere in technical bid, failing to which their bid will be rejected.

- d. Pre-bid clarifications signed on each page as token of acceptance – Not applicable.
- e. Annual accounts and Profit & Loss Accounts duly audited by Chartered Accountant of last three financial years along with UDIN.
- f. Documentary evidence/proof for having successful completion of similar nature of work as per similar work experience.

The bidder must submit the Certificate of Registry alongwith similar work experience certificate for which work was carried out.

- g. Tenderers shall give declaration on their not having been banned or de-listed by any government, semi-government agency or PSUs, otherwise their bid is liable to be rejected.
- h. The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year **should not be less than Rs.31.51 Lakhs**, Certified by Chartered Accountant **along with UDIN**.

Experience of having successfully completed or substantially completed similar works/on-going similar works more than one year period during last seven years ending last day of month previous to the one in which applications are invited should be either of the following **Three similar** completed works each costing not less than **Rs.42.01 Lakhs** (excluding GST).

OR

**Two similar** completed works each costing not less than **Rs.52.52 Lakhs** (excluding GST).

OR

**One similar** completed work costing not less than **Rs.84.03 Lakhs** (excluding GST).

**Similar works means** Providing of Mooring Boat or any other crafts alongwith its crew for Port/Harbour Operations. **(In any Govt, Semi Govt, PSU & Pvt. Organizations)**

The bidder must submit the Certificate of Registry along with similar work experience certificate for which work was carried out.

**Satisfactory Performance:** The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the Mooring boats were supplied on hire basis and operated successfully. In case of ongoing works, completed value of work as on last day of month previous to the one in which applications are invited should be considered for qualification.

If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.

- i. 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.**

- j. Income Tax PAN No. and GST No. are to be furnished/indicated.
- k. Tenderers are not expected to make any post tender correction/modification and they will not be allowed to withdraw the tender once submitted after last date of submission of bid.
- l. Integrity Pact need to be submitted in Technical bid stage duly scanned, stamped, signed and dated along with one witness signatures (to be arranged by the bidder) as per format available in Annexure – VI in the tender document failing which bid submitted by the bidder will be considered non-responsive.
- m. Names of partners / directors indicating their holding in the firm /company.
- n. Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favor of the person authorized to sign the tender document etc.
- o. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company / proprietorship firm / partnership firm or any other business structure.
- p. Detailed information regarding any current litigation in which the tenderer is currently involved.
- q. Any other documents require may be asked by department which required and the same have to be submitted by bidder.

**17. Language of Tender:**

The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language only. Supporting documents and Printed literatures that are the part of the Tender may be in another language provided, they are accompanied by an accurate translation of the relevant passages into the English language only, in which case for purpose of interpretation of the Tender such translation shall govern.

**18. One Bid per Bidder:**

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

**19. Site Visit:**

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

**20. Clarification on Bid Documents:**

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

**21. Employer's Right to reject any or all the Bids:**

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

**22. Issue of Letter of Acceptance:**

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

**23. Notification of Award and Signing of Agreement:**

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

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

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

**24. Contract Agreement:**

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

**24.2** The successful bidder will be required to execute an agreement at his expense on Three Hundred Rupees [Rs.300/-] Non-Judicial Stamp Paper in the proper departmental format for the due and proper fulfilment of the contract within 14 days from the date of Letter of

Acceptance.

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

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

- i. The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value.
- ii. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii. Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv. If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v. If the agreement is signed by a Partner/s Director/an authorized person of the firm, in such case, a certified true copy of the power of attorney/letter of authority given by the firm/company to the signatory of the Contractor firm is to be submitted.
- vi. The entire agreement should be in type written form/computer printed form.
- vii. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii. All corrections/additions made in the agreement are to be initialed.

**25. Issue of Work Order:**

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

**26. Time Schedule:**

The Contract will be for a period of Five years which shall be effective from the date of commencement as mentioned in the Work Order.

**27. Hindrance Register:**

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

**28. Fraud and Corruption:**

The Employer/Port, Tenderers, Contractors, sub-Contractor and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy,

the Employer/ Port:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

(i i) "Collusive practice" a scheme or arrangement between two or more Tenderers designed to establish tender prices at artificial, non-competitive level; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) will reject a proposal for award, if it determines that, the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(c) will terminate contract if it determines at any time that representatives of the Employer/Port engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract;

(d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or in executing a contract and;

(e) will have the right to require that a provision be included in Tendering Documents and in contracts, requiring Tenderers, Contractors and consultants to permit the Employer to inspect their accounts and records and their documents relating to the Tender submission and contract performance.

**29. Bid Prices:**

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

**29.2** The prices shall be quoted inclusive of all Taxes [excluding GST], Duties, salary and wages of staff, repair and maintenance cost, insurance and other incidentals etc. and should remain firm till completion of work. Fuel will be supplied by DPA free of cost.

**30. Currencies of Bid and Payment:**

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

**31. Performance Security**

**31.1** Security deposit shall consist of two parts; a) Performance

Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills.

**31.2** Security deposit shall be 10% of the contract price, of which 5% of annual contract price should be submitted through Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), or having its branch at Gandhidham or Insurance surety bond (as per Form 19), within 21 days on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of work.

**31.3 Successful Bidder has to submit the Performance security @ 5% of Annual Contract price within 21 days of receipt of Letter of Acceptance (LOA),** failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited. The BG towards PSD should be submitted on annual contract price with validity of 12 months and claim period of 12 months. Further, the contractor has to renew that BG every year suo-moto before expiry of its validity till completion of entire work.

**31.4** The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:

1) After the amount reaches half the annual value of the limit of retention money; and

2) After the amount reaches the maximum limit of retention money. One half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the worker Final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability periods shall be the latest of such periods.

**31.5** The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank

Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

- 31.6** Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- 31.7** The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 31.8** The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.
- 31.9** The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 31.10** In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next two years.
- 31.11** If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.
- 31.12** In case of Joint Venture, the Bank Guarantee towards Performance Security shall be provided by all partners in proportion to their participation in the project. – **Not applicable**

**35**     **Payment Terms:**

- 35.1 The basic charter rates/rate per day shall be inclusive of all existing taxes and duties, except GST. The GST will be paid separately as admissible under GST Act. However, party is supposed to comply with return to be filed with GST Authority as per GST Act.
- 35.2 Party will be allowed payment of only one bill in a month. The payment will be made in Indian Currency Only.
- 35.3 Monthly payment will be made as per the measurement of actual work completed on production of three copies of bills duly sealed, signed by authorized representatives of the party and verified by Engineer-in-Charge.
- 35.4 While submitting each and every bill a certificate "Certified that all the statutory Labour laws complied" to be furnished.
- 35.5 The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors

/professionals and others for work order/contracts exceeding Rs.  
2,50,000.00

**36 Taxes:**

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

**37** GST: Applicable GST on the taxable value of supply of Goods or Service or both covered in this tender/contract. Payment is to be released including GST based on the GST tax invoice. Bidder has to file timely return so as to avail input tax credit by DPA, failing which DPA can recover this amount from contractor's bills/other payment due.

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

**39** New Taxes: Any new taxes, duties other than the existing taxes and duties imposed by the Government, after last date of Technical Bid submission will be reimbursed by the Port on production of documentary evidence and actual payments.

**40** Similarly, any benefit arising due to downward revision of Tax or any exemption availed by bidder shall be passed on to DPA based on the documentary evidence.

**41 Deduction:**

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

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

**42 Damage to Port Properties:**

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

the opinion of the Nodal officer shall be conclusive.

**43 Escalation, if any:**

No Escalation of rate during the period of contract will be entertained.

**44 Cost of Binding:**

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

**45 Submission of Online Tenders:**

Bidders who wish to participate will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed.

For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmedabad. Tel. 91- 79-26857316/17/18 Fax: 91-79-26857321

E-mail: nprocure@gnvfc.net Mobile: 9327084190 / 9898589652. Only the online bidding shall be considered for participation.

The accompaniments to the tender documents as described under Clause 10 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies along with tender documents (except Price Bid) signed on bottom left corner of each page in token of acceptance of tender conditions and shall have to be forwarded subsequently so as to reach the office of Dy. Conservator within 7 days of opening of the tenders

The instructions for e-tendering are given at next page.

**Deputy Conservator  
Deendayal Port Authority**

## **INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING**

### **(FORMING PART OF NIT AND TO BE POSTED ON WEBSITE)**

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Online payment mode receipt as given under NIT.
4. Bidder 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 number as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/Certificate from CA mentioning Financial Turnover of last 3(Three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

**Deputy Conservator  
Deendayal Port Authority**

## **SECTION-II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. DEFINITIONS & INTERPRETATIONS:**

Following words shall have the meaning hereby assigned to them except where contract otherwise requires.

- (a) Board:** "The Board" shall mean the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act. 2021, including their successors, Engineer/representatives and assigns.
- (b) Contractor:** Contractor means a person or company whose tender has been accepted by the Board and includes the contractor personnel, representative, successor and permitted assignees
- (c) Chairman:** Chairman shall mean the Chairman of Deendayal Port Authority.
- (d) Deputy Conservator:** Deputy Conservator means the Deputy Conservator of Deendayal Port Authority.
- (e) Works:** Works mean works to be executed in accordance with the contract.
- (f) Contract:** Contract means the notice inviting the tender, the tender and acceptance thereof and formal agreement if any executed between the Board and the contractor together with the documents referred to therein including the conditions with the appendix and special conditions, price schedule / bill of quantities and schedule of rates etc. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- (g) Contract Price:** The contract price means sum named in the tender subject to such addition thereof on deduction from there as may be made under the provisions therein after contained.
- (h) Approved:** Approved means approved in writing including subsequent written confirmation of previous verbal approvals and 'approval' means approved in writing including as aforesaid.
- (i) A Day:** A day means a day of 24 hours from mid night to next mid night as recorded at 0000 hrs to 2400 hrs.
- (j) A month:** A month means month according to Gregorian Calendar.
- (k) Deputy Conservator's Representative:** Deputy Conservator's representative means any Officer duly authorized by the Deputy Conservator to supervise the works.
- (l) Work done Certificate:** Work done certificate means certificate issued by the Deputy Conservator or his representative where the work has been completed to his satisfaction in accordance with the contract.

- (m) Sub-contractor:** Sub-contractor means any person or firm or company to whom any part of work has been entrusted by the Contractor with the written consent of the Deputy Conservator.
- (n) Deficit Period:** Deficit period shall mean the following:
- i. The period for which the Mooring Boat / Manning Crew are not available for port operation.
  - ii. The period for which the Mooring Boat / Manning Crew do not report within one hour of receipt of information.
  - iii. The period during which the Mooring Boat has been de-commissioned.
- (o) Equipment:** Equipment means all equipment, appliances and fittings on the Mooring boat those are required to execute the work.
- (p) Daily Charge:** Daily charges mean hire, manning, and maintenance & operation charges of the Mooring Boat along with Operational Crew. The daily charges shall be paid for the entire period the Mooring Boat along with Operational Crew. Daily charges shall, however, not be paid when the Mooring Boat / Crew fails to report for operation within one hour of receipt of intimation. However, in the event of the Mooring Boat / Crew being unable to operate due to weather conditions, the daily charges shall be paid subject to certification of Deputy Conservator, Deendayal Port Authority.
- (q) Operational time:** The operational time for running of Mooring Boat will be calculated from the time of stand-by main engine to finish with engine i.e.; it will be calculated on the basis of hour meter readings of Main Engines failing which as per log book record.

**2. AUTHORITY RIGHT TO ACCEPT OR REJECT ANY TENDER:**

The Authority reserves the right to reject or accept any or all offers without assigning any reasons. The Board is also within its rights to negotiate with any tenderer for the early implementation of the award of contract.

**3. DETERMINATION OF RESPONSIVENESS:**

The tenders will be scrutinized to determine whether the tender is substantially responsive to the requirements of the tender documents without any deviations or reservation. A tender which, in relation to the estimated hire rate, is unrealistic may be rejected as non-responsive. The decision of the Deputy Conservator in this regard shall be final.

**4. PROCESS TO BE CONFIDENTIAL:**

After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations, concerning the award of contract shall not be disclosed to tenderers or any other persons. Any efforts by the tenderers to influence the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in rejection of the tenderer's bid.

**5. NOTIFICATION OF AWARD AND DELIVERY:**

- (a) Prior to the expiry of the period of tender validity, the successful tenderer will be notified through letter by post /email/ fax confirming that their offer has been accepted. This letter is to be called Letter of Acceptance (LOA). This Letter of Acceptance shall indicate the sum to be paid to the Contractor in consideration of the execution of the contract.
- (b) Letter of Acceptance will be issued in the name of the company which has submitted the tender, and will constitute the conditions of contract.
- (c) The time to count for delivery of Mooring Boat & its Crew and commencement of contract shall be from the date of issue of the Letter of Acceptance / work order.
- (d) Upon the receipt of Letter of Acceptance (LOA) of the contract by the successful tenderer, he shall prepare two sets of Agreements included in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Board duly executed on stamp paper for appropriate value within 14 days from the date of issue of Letter of Acceptance. One set of the agreement will be returned to the Contractor after the signature of the authorized person.
- (e) Any delay caused due to any correspondence / clarification / request etc. received from the tenderer after the date of issue of the Letter of Acceptance will be to the account of the successful tenderer and no extension of time will be granted.

**6. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER:**

No correspondence will be entertained from the unsuccessful tenderers.

**7. CARE AND DILIGENCE:**

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Deputy Conservator for the proper, efficient and effective carrying out of their duties.

**8. COMPLIANCE WITH STATUTORY REQUIREMENTS:**

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other Maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor. Notwithstanding the contractual obligation the Board shall be entitled to all protections and defenses under the provisions of Major Port Authority Act 2021 and any amendments / changes as may be incorporated.

**9. MAINTENANCE AND OPERATION OF MOORING BOAT:**

- (a) The Mooring Boat & its Crew shall during the hire period be for all purpose at the disposal and control of the Deputy Conservator. The Contractor shall maintain the Mooring Boat, in efficient operating condition under IV Act & satisfaction of Engineer in-charge
- (b) The Contractor shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, won or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Mooring Launch.
- (c) If the Deputy Conservator has reason to be dis-satisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractors

on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.

- (d) The Masters of the Mooring Boat and its Crew will carry out all orders of the Deputy Conservator or his representative and the Master and Engineer to keep full and correct logs in English and shall be accessible at all times.
- (e) The Mooring Boat may be required to carry out rescue, salvage and anti-pollution-operations inside and outside the Harbour, under the instructions of the Deputy Conservator. Neither the Contractor nor the Boat Master / crew will have any claim for reward or compensation for undertaking or assisting in such operations.

**10. SUPPLY OF FUEL & FRESH WATER & SHORE ELECTRICITY CONNECTION:**

- (a) Fuel & fresh water for running of Mooring Boat will be supplied by Deendayal Port Authority on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 07days notice for supply of HSD and 1-day notice for supply of fresh water to be given. The Mooring Boat will be directed to receive the same at the designated berths. Free Electricity shall be supplied to the Boat while secured in the Harbour / Wet Basin.
- (b) In the event of any difficulty faced by DPA for supply of fuel the Contractor will be requested to supply the same to the Mooring Boat and the cost will be reimbursed at per actual cost on production of supporting documents including applicable taxes.
- (c) A Log Book will have to be maintained by the Master or Engineer of the Mooring Boats on day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically.
- (d) In case of any tax liability comes or implemented by the Government on supply of free fuel, electricity and fresh water, then it should be the responsibility of the firm to pay the same to the government.

**11. ASSIGNMENT AND SUBLETTING:**

The contractor shall not be permitted to sublease the work nor assign the right and interest in these present nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Deputy Conservator and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / Labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

## **12. CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:**

- a) The Contractor after award of the work shall furnish names and depute qualified personnel having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The Contractor shall also provide to the satisfaction of the Deputy Conservator sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator.
- b) If and whenever the Contractor's agents, assistant, foremen or other employees shall in the opinion of the Deputy Conservator be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Deputy Conservator shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.
- c) Any person so removed from the work shall be replaced within a period not more than 3 days at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
- d) The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

**13. RATES AND AMOUNTS INCLUDE ALL CHARGES:**

The rates and amounts submitted by the tenderer shall be gross rates and amounts inclusive of all taxes & duties, except GST which shall be paid at the prevailing rates. Any new tax that may be levied during the execution of contract will be reimbursed by Deendayal Port Authority. Any variation in the taxes during the pendency of contract will be adjusted in either way, for the same the base date will be taken as the last date of submission of the bid.

**14. PERIOD OF CONTRACT AND PAYMENT:**

The contract shall remain valid for a period of Five years from the date of commencement of service. Payment shall be made at the end of each calendar month, after submission of fuel consumption statement for the month for Mooring Boat and work done report. For this purpose, the contractor shall maintain daily deck and engine log books, the format of which should be submitted for approval prior to commencement of the contract. The bill shall be submitted in duplicate. Payment shall be made within 15 days from the date of submission of complete bill in all respects. However, if payment of bill is delayed after 15 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only through bank transfer i.e. RTGS/ e-transfer.

**15. INCOME TAX DEDUCTION:**

Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

**16. INSURANCE:**

- (a) During the contract period, the Mooring Boat along with Operational Crew shall be kept insured by Contractor at their expenses against P & I, Marine Hull & Machinery / Personal Accident Risk. Apart from these insurances if the Contractor feels to take any other insurance cover, he is free to take at his own cost.
- (b) In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.
- (c) If the Mooring Boat along with Operational Crew are required to be deployed, for security Mooring of DPA, Kandla and OTB area by Kandla Marine Police Staff for which additional insurance is required to be taken, the Contractor may cover the Mooring Boats with insurance paid by the Contractor for such insurance.
- (d) The firm shall have to take insurance covering of all the workmen for payment of compensation of Rs. 10.00 Lakhs (Rupees Ten lakh) in the event of death or permanent disability resulting from loss of both limbs and Rs. 7.00 Lakhs (Rupees Seven lakh) in the event of other permanent disability occurred directly from unintended/ unforeseen

occurrences during maintenance, operation. The firm shall have to take insurance covering of all the workmen for payment of compensation of Rs. 5.00 Lakhs (Rupees Five lakh) in the event of natural death. The insurance policy should be applicable for entire contract period. In case the firm is not paid the above stated amount within the reasonable time period then DPA will pay and same shall be recovered from the Performance Security Deposit of the firm. The contractor shall comply in all respect with all statutes and regulations as may be necessary including State & Central Government laws regarding engagement of Labours. Deendayal Port Authority shall no way be held responsible for any accident. OR any other amount decided by Court has to be paid.

**17. DOWNTIME:**

- (a) The contractor shall be allowed a downtime of 12 days per year during the period of contract for upkeep of boat. The full one-year's downtime will be credited in the beginning of each contractual year and maximum 7 days downtime can be taken at a time after 7 days contractor has to provide substitute boat otherwise no hire charges will be paid up to 12 days. However, the contractor must take prior permission in writing of the Deputy Conservator, D.P.A, before laying up the boat to carry out any maintenance work or repairs or surveys, etc. A maximum of 12 days of downtime will be permitted at a time for each boat. During the permissible downtime, charter rates will be paid. No downtime balance at the end of the year will be carried forward and will lapse. Sudden breakdown can also be debited against downtime after approval of Dy. Conservator.
- (b) If any boat becomes un-operational coz of fouling or damage to it's propeller due to any underwater or floating obstruction without the fault of Boat Master, then Boat will be treated as on hire upto 3 days (for per incident without payment of hire charges), after which boat will be considered as off hire without any penalty without deducting off hire days. In such scenario, Port Dry Dock facility will be provided on priority basis by treating this boat as Port Boat.
- (c) Normally the Mooring Boat shall be required to be ready round the clock for operation. If the Contractor fail to make the Mooring Boat ready for operation, the entire period for which Mooring Boat was idle after last operation till her coming back to operation shall be treated as downtime of the Mooring Boat as per Clause 17 (a) above. The downtime can be calculated on hour basis or part thereof.
- (d) For late reporting to duty, either the Mooring Boat shall be declared out of commission for the day or for the period of default shall be treated as downtime and days will be calculated as per clause 17(a) above, will be at the sole discretion of the Deputy Conservator, Deendayal Port Authority.
- (e) If the Mooring Boat are declared as out of commission due to fault of Contractor for a period or for a day by Deputy Conservator, then no charges will be paid for that period or day.
- (f) In the event of any deficiencies on the part of crew, availability of the

stores, breakdown of machinery or for damage of hull and other accidents to the Mooring Boat due to the fault / negligence of the Contractor, no hire charges shall be payable, except when,

- i) Conditions prevailing in force majeure clause.
- ii) Deviation from specified duties and exposure to abnormal risk as per the instruction of the Deputy Conservator.
- iii) The Mooring Boat has to be laid up due to an accident caused not due to the fault of the Contractor.

**18. PENALTY:**

- (i) If the Mooring Boat is inoperative and / or unavailable and Deputy Conservator is denied use, penalty will be levied from the time and date of such non- operation / unavailability after allowing any down time to the credit of the Contractor up to the time and date of break down / non-operation as follows, in addition to non-payment of hire charges:

15% of hire charges from the time and date of non-availability / non-operation up to 14 days .....

15 to 20 days	.....	30% of hire charges per day
21 Days to 30 days	.....	50% of hire charges per day

In case the offered Mooring Boat is not available for operation for more than 30days, which includes the day the Mooring Boat becomes non-operational and includes the down time period, then a suitable replacement has to be provided from 31st day by the Contractor at no extra hire charge. The Contractor can offer the replacement for Mooring Boat even before 31st day. However, the fuel consumption of the replacement Mooring Boat shall be restricted to the declared fuel consumption of the original Mooring Boat and cost of any excess fuel consumption of the replacement Mooring Boat over the declared fuel consumption of the original Mooring Boat shall be recovered. Under any circumstances, if the substitute/originally offered Mooring Boat is not made available beyond 30 days, then the contract may be terminated or DPA may give additional time with levying penalty @ 100%of Hire Charges. In case of termination of the contract, the downtime availed is in excess of the downtime due after each completed month of service even though credited at the beginning of the year the penalty as above will apply.

In case of non-deployment of the Mooring Boat beyond 30 days, further extension may be considered on imposition of penalty as mentioned above subject to approval of Chairman DPA.

The Contractor may substitute the deployed Mooring Boat by a sister/similar/better Mooring Boat during the contract period provided the speed / type criterion as specified in the tender is met and fuel consumption is same or lower than as stated by the Contractor in the bid. The Contractor shall submit all details of the substitute Mooring Boat and obtain the approval of the Deputy Conservator before deployment.

Deendayal Port Authority can hire a suitable substitute Mooring boat/or make alternate arrangements for the balance contract period at the risk and cost of the contractor. In the event Deendayal Port Authority hires an alternative Mooring boat from other agencies at risk and cost of the contractor, DPT will have the option to terminate the contract. The Penalty will be in addition to non- payment of daily hire charges from the date of non-availability.

- (ii) Apart from the above, if required by the Port, the contractor has to carry out sea Trial of the Mooring Boat in presence of classification society surveyor and DPA representative if the performances of Mooring Boat found to be deteriorated and unable to perform the assigned duty during the currency of contract and report of classification society surveyor to be submitted to the port. In case Speed of Mooring Boat falls below the required rate, DPA reserves the right to impose the penalty, per day on pro-rata basis, equivalent to 10% of the per day charter rate for each knot or part thereof. However, if speed falls 3 knots below the required speed, DPA reserves the absolute right to terminate the contract forthwith. All Sea trial / tests during tenure of contract carried out by the contractor will be at their cost. However, the time and fuel consumed for the test will be to the DPA's account.

#### **19. DELAY IN DELIVERY OF BOAT (LD Clause)**

The bidder shall Deliver the Boats within 120 **days** from the date of issue of Letter of Acceptance and extra 30 days on payment of 25% daily hire charges per day as LD in a fully operational state acceptable to the Deputy Conservator. If the bidder fails to commence the work, thereafter DPA reserves the right to extend further with payment of penalty or the contract will be cancelled and Performance security deposit shall be forfeited and also can debar the firm for a period of 02 years from participation of any tender of DPA.

#### **20. BOARD LIEN:**

The Board shall have a lien on and / over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Board to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Board and the contractor. If any lien or claim remained unsettled after all payments are made, the Contractor shall refund or pay the Owner all moneys that the latter may compel to pay in discharging such lien or claim including all costs and reasonable expenses.

**21. CONTRACTOR TO INDEMNIFY BOARD:**

- a) Contractor shall indemnify Board and every member, worker and employee of the Board against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against Board for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor or his Sub-contractor and contractor shall indemnify and keep indemnified Board against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.
- b) Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused by the Mooring Launch (supplied by the Contractor under this agreement to the Port), to the property of DPA during the currency of the agreement.

**22. EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE:**

No official or employee of the Board shall in any way be personal bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**23. SEA TRIAL:**

Sea Trial has to be carried out on delivery in presence of classification society surveyor and representative of DPA including assessing the condition, capability and performance of the Mooring Boats before putting the Mooring Boats on hire. The cost involved in carrying out the said work shall be borne by the contractor and report of classification society surveyor to be submitted to the port. The sea trial has to be satisfactory as per the required tender condition, failing which the delivery of the boat will not be taken.

**24. TERMINATION OF CONTRACT:**

Deendayal Port Authority reserves the right to terminate the contract and the agreement within the contract period for the reasons of major breach of agreement with forfeiture of Performance Security and debar the firm from participating in DPA tenders for 02 years.

**25. VARIATION IN CONDITIONS OF CONTRACT:**

It may please be noted that at any time prior to the dead line for submission of Bids, the Deendayal Port Authority may, for any reason, whether at its own initiative or in response to a clarification requested by any prospective bidder, modify the tender document by amendment / issue of addendum. In such cases, the Deendayal Port Authority may, at its discretion, extend the dead line for submission of bid. The Bidders who wish to download the tender document from the web site are strongly advised to visit the site for such amendments / addendum and note that the Deendayal Port Authority shall not be responsible to intimate them about such amendment / addendum.

**26. Compliance with Statues, regulations:**

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/ Central Govt. authorities, Pollution Control Boards, Labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding Labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and Labour.

**27.** The contractor shall indemnify the DPA against any legal action/proceeding that may be instituted against the contractor for his failure to comply with the above acts.

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

**Log Book;** Log book is to be maintained by the bidder on Mooring Boats. Orders and instructions written in the log book shall be deemed to have been legally issued to the bidder & the bidder shall sign each entry promptly in the order book as a taken of having seen the same. The order book shall be the property of the board & shall be handed over to the Deputy Conservator

/ Log Book in good condition. Log book should clearly show the MIE start and stop timing work carried out and any accident or incident happened during operation.

## **29. Submission of Monthly Report:**

**29.1** Manning should be done as per the applicable Marine Act:

- a) Necessary certificates / courses should be done by the Crew and same have to submit to office.
- b) Main Engine running hours and Bunker consumption per month has to submit.
- c) The accidents that occurred during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them, and the number of female workers who have been allowed Maternity Benefit, according to clauses of tender and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Nodal Officer shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

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

## **30 Time Extensions:**

The Contractor may claim extension without LD/Penalty of the time limits for delivery of boat in case of;

**30.1** Changes ordered by Deendayal Port Authority.

**30.2** Force Majeure.

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

## **31 Police Verification of Staff:**

- I. The Contractor who has been awarded the work shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all staffs engaged by them, before commencing the work.
- II. This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "Prohibited Area". Contractor who would be awarded contract is required to comply with the above requirements.
- III. Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Nodal Officer of respective Divisions, to be forwarded to Commandant, CISF which is our Security Department along with request for issuance of Entry Passes.
- IV. The Contractor shall, if required by the Nodal Officer, deliver to the Nodal Officer a return in detail, in such form and at such intervals as the Nodal Officer may prescribe, showing the staff and numbers of the several classes of Labour from time to time employed by the Contractor on the Site and such other information as the Nodal Officer may require.

- 32 Action where no specifications are specified:** The work shall be carried out in all respects in accordance with the instructions and requirements of the Nodal Officer.
- 33 Engagement of Crew:** The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and crew as per applicable Act, local or other, and for their payment, housing, feeding and transport.
- 34 Undertaking by the Bidder:**  
Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (excluding GST), duties, fees, Cess etc. and all incidental charges.
- 35 Conduct:** The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.
- 36 Accident:** The Contractor shall immediately inform, the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Deputy Conservator/Deputy Conservator giving all the details in writing. He shall also provide additional information about the accident as requested by the Nodal Officer.
- 37 Watch and Ward:** During the period of contract, it shall be the responsibility of the Contractor to arrange watch and ward of the Mooring Launches and the belongings of the contractor at his own cost till completion of the work.
- 38 Termination of Contact:**
1. The Board may, without any prejudice to any other remedy for breach of contract, by written notice of 60 days of default sent to the Contractor, terminate the contract in whole or in part:
    - a. if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
    - b. if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.
    - c. Violation of any of the Rules & Regulation stipulated in the Contract.

2. In the event of Board's termination of the contract in whole or in part, the Board may forfeit the Performance Guarantee and Retention Money.
3. In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
4. The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
5. Fundamental breaches of contract include, but shall not be limited to the following:
  - a. The contractor stops work and the stoppage has not been authorized by the Deputy Conservator or his nominee.
  - b. The contractor becomes bankrupt.
  - c. The contractor has delayed the commencement of work without any written approval of the Deputy Conservator.
  - d. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - e. **For the purpose of this paragraph:** "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders [prior to or after bid submission] designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

### **39 Arbitration Clause:**

1. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising 'during the progress of work or after the completion thereof as described here in after sly all be referred to the Chairman for sole arbitration by himself or by any Officer appointed by him.

2. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dissents or of difference.
3. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
4. It is also a term of the contract that no person other than the Chairman himself or- any officer appointed by him shall act as arbitrator.
5. It is a term of the contract that only such question and disputes as were raised during Progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
6. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along-with the notice seeking appointment of arbitrator.
7. It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claim disputes in writing, as aforesaid, within 120 days of receiving the information from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract to respect of these claims.
8. It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing Authority and give separate award against each dispute/ claims as referred to him. The arbitrator will be bound to give claim wise and speaking award and it should be supported by reasoning.
9. The award of the arbitrator shall be final, conclusive and binding on all the parties in the contract.

10. The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
11. Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
  - a. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
  - b. It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
  - c. Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

**40 Indemnification:** The contractor shall insure the Mooring Boat against all risks, including total loss and salvage, personal injury and loss of life. Such insurance shall be comprehensive on recovering all risks including those relating to third parties. No claim in this regard shall be entertained by the charterer i.e. Deendayal Port Authority.

**41 Nodal Officer or his nominee's decision:**

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

**42 Delegation:** The Deputy Conservator or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

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

**44 Personnel:**

- 1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Nodal Officer. The Nodal Officer will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- 2 If the Nodal Officer asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the

Site within seven days and has no further connections with the work in the Contract.

- 45 Safety:** The Contractor shall be responsible for the safety of the Both Mooring boats and their Crew.
- 46 Memorandum of Settlement:** The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.
- 47 Deviations:** The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.
- 48 Resolution of Dispute:** The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation
- 49** between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
- 50 Jurisdiction of Court:** All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.
- 51 UNDERTAKING BY THE BIDDERS:**
- 51.1 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.
- 51.2 Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the

- taxes, duties, fees, Cess etc. and all incidental charges except GST.
- 51.3 We undertake and declare that our firm is not having disputes/blacklisting / ban of business with any government organizations.
- 51.4 We declare that we are not related to any officers of Deendayal Port Authority or any officer of the rank of undersecretary or above in the ministry of Shipping & Waterways, Govt. Of India.
- 51.5 If firm is having any relation with officer of Deendayal Port Authority. Then they should give a declaration along with the tender about the name of the relative who are employed as non- gazette employee in Deendayal Port Authority.

**52 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.

**53 Integrity Pact:**

Integrity Pact Agreement (Form-6) duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted in technical bid, failing which the bid shall be treated as non- responsive and shall be rejected. 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 duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified. Whose address is as under:

1. Shri Amiya Kumar  
Mohapatra, IFoS (Retd.) Qrs.  
No. 5/9, Unit-9, Bhoi Nagar,  
Bhubaneswar - 751  
022.Mobile No. 9437002530  
Email : [amiyaiifs@gmail.com](mailto:amiyaiifs@gmail.com)
2. Dr. Gopal Dhawan, Ex-CMD, MECL,  
House No. 120, Jal Shakti Vihar, (NHPC  
Society)P4,  
Builders Area, Greater Noida  
Gautam Budh Nagar, Utter  
Pradesh – 201 315, Mobile No.  
80077 71467  
Email [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

**54.FORCE MAJEURE:**

Conditions beyond control of either parties like war, hostility, 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 by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contracts shall be resumed as soon as practicable after such even has come to an end or ceased to exist. However, if such even continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

#### **55 Conflict of interest:-**

Participation by a bidder firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidder firm or their personnel have relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of the contract or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

#### **56 Code of integrity for public procurement**

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

- i) "Corrupt practice":** Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice":** any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice":** harming or threatening to harm, persons or their participation in the procurement process or affect the execution of a contract;

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

**Deputy Conservator  
Deendayal Port Authority**

## **SECTION-III**

### **(SCOPE OF WORK & TECHNICAL INFORMATION)**

#### **1. SCOPE OF WORK:**

The contract involves Supply 02 no. Mooring Boat on Hire for round the clock operation (24 hrs.) exclusively for outer anchorage area of kandla along with Crew, operation & maintenance for a period of 05 years at Kandla.

#### **REQUIREMENTS:**

- a. DPA requires 02 no. Mooring Boat with manning & maintenance on 24 hrs or round the clock basis exclusively for outer anchorage of kandla for security Mooring by Kandla Marine Police at Kandla OTB. Each shift for mooring crew should not be more than 12hrs in a day.
- b. The Mooring Boat will be on duty for 24 hrs. a day.
- c. The Mooring Boat will comply with all lawful instructions from the Deputy Conservator of the Port or any other officer duly authorized by him.

#### **2. BROAD SCOPE:**

- a. The contract involves hiring 02 no. Mooring Boat as per broad specifications listed hereafter for a period of Five years. Fuel will be supplied by DPA, however, during the course of chartering, if the fuel consumption of the Mooring boats is found above the declared consumption per hour of main engine and DG Set as Schedule-B, the cost towards the excess consumption of fuel will be recovered from the payment and cost of fuel will be considered on the basis of the prevailing market rate. Proper log book and documents are to be maintained on board to show the running of the engine/s and D.G set/s in order to calculate the fuel quantity (including tank soundings) and these will be submitted at the time of replenishment of fuel. Fresh water, if available, will be supplied by DPA.
  - i. Mooring boat is required to be built under IACS class and & operated under I.V. Act during the entire period of the contract.
  - ii. No mobilization/de-mobilization charges will be paid by DPA.
- b. All maintenance costs including spare parts, Labour, material and consumables will be to owners account.
- c. Repairs, Survey and other requirements to keep the Mooring Boat operational under Class will be to owners account.
- d. On the date of commencement of contract, the Mooring Boat shall be sturdy, strong and watertight and shall have completed all the necessary surveys and have valid certificates for the same.
- e. A joint survey will be carried out at the Deendayal Port Authority

before the Mooring Boat is accepted for service in the Port to determine their condition. On-hire to be on owner's time and off-hire to be on charterers time. Survey charges will be borne by the Contractor. Joint survey committee will consist of Mooring Boat owner, DPA representative (D.C. or any other officer authorized by DC) and IACS CLASS & for Endurance, Speed & Maneuvering tests.

### **3. MOORING BOAT REQUIREMENT**

#### **3.1.1 Outline specification:**

#### **BROAD SPECIFICATION OF THE MOORING LAUNCH**

1	Length O.A	10 mtrs. ( $\pm 10\%$ )
2	Breadth(Moulded)	3.00 mtrs. Approx.
3	Draft (Approx.)	1 meter (Aft) and 0.7 meter (Fwd)
4	Hull	Steel/FRP/Aluminum
5	Speed (Approx.)	Not less than 9 Knots
6	Depth (Moulded)	1.5 meters (approx.)
7	Type	Single Screw of not less than 180 BHP capable to operate smoothly in strong currents at oil jetties with Conventional Propeller System and 360 degree view for the operator.
8	Main Engine	Water cooled type Fuel Efficient Inboard Marine Diesel Engine with suitable reputed make gear box to operate the boat with both forward and reverse directions. Mechanism to operate the engine from deck to handle the vessel by the Operator.
9	Age of Boats	Not more than 15 years as on opening of Technical Bid.
10	Registration	Boats Registration under IV act only.

4. Deendayal Port Authority will provide berthing facilities, shore power supply when the Mooring Boat is berthed at the craft Jetty and fuel as per actual consumption.
5. DPA may provide available office space and quarters on request of the Contractor for setting up local office and accommodation of officers & workers of the Contractor on payment of applicable charges depending on the availability. Contractor has to depute one liaison officer for daily routine reporting of the work.
6. The manning shall be operated by the contractor on 24x7 basis.
7. **Contractors to provide:** Except as otherwise stated in this scope of work or as may be agreed from time to time, Contractors shall provide

and/or pay for all requirements, cost or expenses relating to the Mooring Boat, their Master and crew which, without prejudice to the generality shall include but not limiting to:

- (a) Dry docking, repairs and all expenses associated therewith.
- (b) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Officers and crew including their insurance.
- (c) Deck, cabin and engine room stores.
- (d) All necessary lubricants.
- (e) Adequate no. of tyre fenders, mooring ropes for securing the Boat at jetty.
- (f) Insurance policy covering various risks including wreck removal, Pollution, collision clauses.
- (g) All customs or import duties arising in connection with any of the foregoing.
- (h) All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc., on any purchase made by the Contractor, and/or any penalties imposed by any authorities from time to time.
- (i) Necessary intrinsically safe cables, plugs, Junction Box, Circuit Breakers etc. as the case may be for drawing shore power shall also be supplied by the Contractor.

#### **8. Registration:**

At the time of submission of Bids, the tenderer should own the Vessel offered for hire to the Port Authority or should submit a legally binding / enforceable Memorandum of Understanding with the owner of Vessel / Builder for chartering or purchase of the vessel. (Proof of ownership or copy of MoU on a stamp paper to be submitted)

- (a) If the vessel is not in the name of bidder then the bidder shall furnish the technical specifications as per the format as placed at Appendix-I along with its GA plan, Registration Certificate under IACS CLASS and shall be operated under I.V. Act, and Speed Test Certificate issued by any classification society of IACS member. And legally binding / enforceable MoU with the owner on Rs.300/- Non-judicial stamp paper.
- (b) For vessel under construction or new built vessel, bidders shall submit legally binding / enforceable MoU with the owner / builder on a Rs.300/- Non-judicial stamp paper and copy of GA Plan.

- (c) In case bidder may construct the boat in their own yard, then bidder has to submit an undertaking on Rs. 300/- non-judicial stamp paper for construction of boat as per tender requirement.
- (d) DPA may seek any other details / documents which it may feel as necessary to ascertain and establish the competence in all respects. Further, bidder must give only one offer either charter or new built or pre-own or self-construction, if not submitted or more than one offer submitted than bid will be rejected.

## **9. Manning as per statutory requirement:**

The Mooring Boat should have a set of competent and qualified Crew, as required by statutory regulations. When crew is employed initially, it shall be done with the consent of Deputy Conservator and any change afterwards if required, shall be carried out with the prior approval of Deputy Conservator, DPA.

- 10.** Port entry passes for crew has to be arranged by contractor as per DPA rules and regulations. Office space with electricity, if available, will be provided on chargeable basis. In case of non-availability, the contractor shall provide the office space at its own cost.
- 11.** The main engine of the Mooring Boat should be of reputed make for trouble free operation.
- 12. Crew wages and insurance:** The Operator shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

During the charter period the Mooring Boat has to be under class and insured by Contractors at his expenses, against Marine Hull and Machinery and War Risk. DPA shall not have any right to recovery or subrogation against contractors on account of loss of or any damage to the mooring launch or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the Mooring Boat.

- 13.** In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the contractor shall indemnify DPA against all claims and demands which would otherwise have been covered by such insurance."
- 14.** The Operator has to ensure execution of work as intended: The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the DC or his representative and shall comply with and adhere strictly to his instructions and direction on any matter. (Whether

mentioned in the contract or not).

15. Requirements before commencement of service: On the date of commencement of service, Mooring Boat shall have completed all the necessary surveys and be in possession of all valid certificates.
16. Mooring Boat to carry out Mooring of DPA Kandla outer anchorage area of Kandla OTB The Mooring Boat shall mainly be used for Mooring of DPA Kandla and outer anchorage area of Kandla OTB
17. Other conditions.

  - I. Port entry passes for crew has to be arranged by tenderer as per DPA rules and regulations. The Mooring boat must have accommodation facilities for proper rest of the crew. All the crew have to be present round the clock on the Mooring boat. Office space with electricity, if available, will be provided on chargeable basis.
  - II. Port quarter will be allotted to crew members on request basis, if available on payment of market rate and six months' advance. Party has to arrange for food for all his Crew members.
  - III. The wages to the workers shall be paid through bank and copies of evidence for payment of wages shall be produced monthly with RA bills.

**Deputy Conservator  
Deendayal Port Authority**

## **SECTION-IV**

### **Tendering Forms**

#### **Part – I**

#### **To be submitted by Bidders with their Bids**

<b>Format No</b>	<b>NAME OF FORMS/FORMAT</b>
Form-1	SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID
Form-2	FORMAT FOR TECHNICAL QUALIFICATION OF BIDDERS
Form-3	SPECIMEN EMD (Bank Guarantee Format) – Not applicable
Form-4	INFORMATION REGARDING LITIGATION
Form-5	EXCEPTIONS AND DEVIATIONS
Form-6	INTEGRITY PACT
Form-7	TENDERER'S UNDERTAKING
Form-8	SPECIMEN FORMAT FOR DECLARATION
Form-9	TENDER INFORMATION FORM
Form-10	PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT – Not applicable
Form-11	PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM – Not applicable
Form-12	FORMAT FOR DETAILS OF CONSORTIUM MEMBERS – Not applicable
Form-13	FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
Form-14	FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT - Not applicable

**Part – II**  
**To be used by successful Bidder**

Form-15	SPECIMEN CONTRACT AGREEMENT
Form-16	SPECIMEN BANK GURANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT
Form-17	LETTER OF ACCEPTANCE (LOA) to be issued by DPA on letter head]
Form-18	WORK ORDER
Form-19	FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(Form-1)

**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 Deendayal Port Authority/ Board shall be deemed to have been done with us in respect of this Tender.

***[Specimensignature]***  
***Yours faithfully,***

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

**SPECIMEN FORMAT FOR TECHNICAL QUALIFICATION OF BIDDERS**

The information to be filled in by the Bidder in the following pages will be used for the purpose of Technical Qualification as provided for in the Instructions to Tenderers.

**1. Only for Individual Bidders**

**1.1.** Constitution or legal status of Bidder (*Attach copy*)

- Place of registration:
- Principal place of business
- Power of attorney of signatory of Bid (*Attach*)

**2. Turnover of the Firm/ JV**

<b>Description</b>	<b>Year</b>	<b>Turn over</b>
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year as certified by Chartered Accountant	2022-23	
	2023-24	
	2024-25	

**Attachment:** financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during last three year ending of the previous financial year.

**3. Similar Works**

<b>Particulars</b>	<b>Year</b>	<b>No. of works</b>	<b>Value</b>
Total value of completed similar work as defined in the tender document during last 7 years	<b>2019-20</b>		
	<b>2020-21</b>		
	<b>2021-22</b>		
	<b>2022-23</b>		
	<b>2023-24</b>		
	<b>2024-25</b>		
	<b>2025-26</b>		

**Attachments:**

Supporting documents, viz., Successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employers reserve the right to verify the information;

**4. Information on litigation history in which the Bidder is involved.**

Other parties	Port	Cause of dispute	Amount	Remarks involved showing present status.

- 5. Declaration of not having been banned or de-listed by any Govt., semi Govt., or PSUs.
  
- 6. Additional Information Bidder may like to submit.

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

**Dated on                    day of**  
***[insert date of signing]***

**Not applicable**

**(Form-3)**

**SPECIMEN EMD (Bank Guarantee Format)**

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

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [Name and Address of Employer/ Board]

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

TENDER GUARANTEE No. .: \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") 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 of 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
  - (iii) 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)] \_\_\_\_\_

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

**Information regarding Litigation**

The information has to be submitted as per following format:

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

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

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

**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 with Reasons

**Note :** However, the Bidders to note that un-acceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from Bid conditions, specifications, delivery schedules, commercial terms as per the tender document.

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

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

**INTEGRITY PACT**

**Between**

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

and

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. **(01/2026)**. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

**Section 1 – Commitments of the Principal**

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. -Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

**Section 4 – Compensation for Damages**

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

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

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

**Section 5 – Previous transgression**

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

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

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

- (1) In case of Joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s)
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

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

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

## **Section 8 – External Independent Monitor**

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

from that case

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

### **Section 9 - Pact Duration**

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

### **Section 10 – Other Provisions**

- 10.1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 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.
- 10.5 Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 10.6 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

<p>_____</p> <p>(For &amp; on behalf of the Principal)</p> <p><b>DEPUTY CONSERVATOR</b> <b>DEENDAYAL PORT AUTHORITY</b> Place : Gandhidham</p> <p>Date : ____ / ____ / 2024</p> <p>Signature of Witness (Sign, Name &amp; Address)</p> <p>_____</p> <p><b>NITIN KENYA .</b></p> <p><b>FLOTILLA SUPDT.</b></p> <p>_____</p>	<p>_____</p> <p>(For &amp; on behalf of the Bidder/Contractor) (Office Seal) (Name of signatory)</p> <p>Signature of Witness (Sign, Name &amp; Address)</p> <p>1. _____</p> <p>_____</p> <p>2. _____</p> <p>_____</p>
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Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Bid Response Sheet No.10 and name(s) have been nominated by DPA as Independent External Monitors.

- a.** Shri Amiya Kumar  
Mohapatra, IFoS (Retd.)  
Qrs. No. 5/9, Unit-9,  
Bhoi Nagar,
- b.** Bhubaneshwar - 751  
022.Mobile No.  
9437002530  
Email : [amiyaifs@gmail.com](mailto:amiyaifs@gmail.com)
- c.** Dr. Gopal Dhawan, Ex-  
CMD, MECL, House No.  
120, Jal Shakti  
Vihar, (NHPC Society) P4,  
Builders Area,  
Greater Noida Gautam Budh Nagar,  
Utter Pradesh - 201 315,  
Mobile No. 80077 71467  
Email: [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

**TENDERER'S UNDERTAKING**

1. We, the undersigned having read and clearly understood the preliminaries and all schedules to the tender documents hereby offer to hiring of 02(Two) no. all whether Mooring on charter/rate per day for the period of 05 years as specified in the schedules, against which the time charter rates have been inserted to the extent which the Chairman, Deendayal Port Authority or the Deputy Conservator, Deendayal Port Authority may determine in accepting this tender. We hereby agree, subject to the conditions of the contract, to enter into a formal agreement with the Board.
2. We, undertake to supply the said Mooring boat as described in the specifications within 120 days after issue of Letter of Acceptance.
3. If our tender is accepted, we undertake within 21 days of the letter of Acceptance of the tender, to be deposited in advance with the Board, a Bank Guarantee issued by a scheduled Bank registered in India having its branch at Gandhidham the sum of 5% of annual contract value of the contract price, as per the preliminaries to the tender documents to be held by the Board as security for the due performance of our obligation under the contract. This guarantee shall be valid every year till the completion of contract.
3. Until and unless a formal contract agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us and the Deendayal Port Authority.
4. We understand that Deendayal Port Authority is not bound to accept the lowest or any tender the Board may receive.
5. The undersigned confirms, after personal scrutiny, that the documents and drawing used in compiling this tender are true copies of the documents.
6. The undersigned further declares the status of the company whose shareholders are as follows:

Name of the Director

\_\_\_\_\_

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

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

Percentage of share

\_\_\_\_\_

Signature of the tenderer

Name and Address

Witness to Signature of Tenderer

Name and Address

**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 abovementioned project, hereby states:***

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm 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 documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents 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):***

\_\_\_\_\_

**TENDER INFORMATION FORM**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: [insert date (as day, month and year) of Tender Submission] Tender No.: [insert number of Tendering process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration along with Registration Details]</i>
4. Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> <u>Email Address:</u> <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>
1 Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT.
1 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT.
1 In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT.
1 <u>PAN NUMBER</u>
1 <u>GST Registration Number</u>

**NOT APPLICABLE**  
**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

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

This Joint Venture / Consortium Agreement is made and entered into on this..... day of ..... .2022 by and between (i) M/s. (Name of the firm to be filled-in) ....., (ii) M/s.....(Name of the firm to be filled-in, ....., primarily for the work under the Deendayal Port AUTHORITY.

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

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

**1.1.**

- (i) M/s..... (Name of the firm to be filled in) is engaged  
(ii) in.....

... (Details of the works undertaken by the party)

- (iii) M/s..... (Name of the firm to be filled in) is engaged

i.....(Details of the works undertaken by the party)

- (iv) .....

1.2 On behalf of Board of AUTHORITY of Deendayal Port (hereinafter referred to as –Employer), the Dy. Conservator, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work\_.

].

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

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

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

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

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

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

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

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

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

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

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

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

(iii) .....

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

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

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

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

d) .....

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

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

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

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

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

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

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the Member (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 Member.

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

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

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

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the ..... day of.....2022

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

(ii) Signature Name Designation seal

&

Common seal of the firm

Witness1

Witness2

**NOT APPLICABLE**

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

By this Power-of-Attorney executed on this .... day of ...(month) of 2022, we, (i) (.....Name of legally authorized signatory of first partner to be filled in .....), (ii) ( ..... Name of legally authorized signatory of second partner to be filled in), ..... hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in ..... ), ( a ) to submit bid , NEGOTIATE, AND CONCLUDE contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of .....(insert name of the work).....exclusively through Lead Partner.

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

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

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

Not applicable (**Form-12**)

**FORMAT FOR DETAILS OF CONSORTIUM MEMBERS**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member* Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1.				
2.				
3.				
4.				
5.				
6.				

**FORMAT OF BID SECURING DECLARATION FROM BIDDERS**

**(On Bidders Letter head)**

Bid Securing 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 years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

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

(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)

***Corporate Seal  
(where appropriate)***

**(Form-14) – NOT APPLICABLE**

**Format of Insurance Surety Bond for Earnest Money Deposit**

(To be executed on Non-Judicial Stamp Paper of Appropriate value of Rs. 300/-)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

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

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of.

(amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

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

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

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

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

For and on behalf of the Insurance Company

---

in the capacity of

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Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance

Surety Bond issued, non- confirmation of which may lead to rejection of 'Insurance Surety Bond'.

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

SPECIMEN CONTRACT AGREEMENT  
**(To be executed on Rs.300/- non-judicial Stamp Paper)**

*[The **successful Tenderer 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 [insert name of the Port], an Autonomous Body of the Ministry of Ports, 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 Port"), and*
- (2) *[ insert name of Contractor], [incorporated under] the laws of [ insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").*

WHEREAS the Employer/ Board invited Tenders against tender no. [Number for execution of [TENDER TITLE AND BRIEF DESCRIPTION] viz., 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)] (hereinafter called "the Contract Price") (GST Extra).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred 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;
  - (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 are any issued  
*[numbers and dates]*;
  - (g) The Contractor's Bid and original Price and Delivery Schedules;
  - (h) The Employer/ Board's Notification of Award;
  - (i) *[Correspondence the Employer/ Board had exchanged with the bidder till and after award of contract [specific letters and dates]; and*
  - (j) [ Add here any other document(s)]

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:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with EMPLOYER/ BOARD that 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 at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/ BOARD does hereby agree with CONTRACTOR that EMPLOYER/ BOARD will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/ BOARD as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/ BOARD for the services rendered by EMPLOYER/ BOARD to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/ BOARD towards loss, damage to the EMPLOYER/ BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

6. Any dispute, controversy or difference arising out of or in connection with this agreement, including any question regarding its existence, interpretation, validity or termination, shall, in the first instance, be resolved through mutual discussion and negotiations in good faith. If the parties fail to resolve the dispute through such discussions within 15 days from the date of the dispute arises, the matter shall be referred to arbitration, at the Gujarat High court Arbitration Centre, in accordance with the Arbitration Center (domestic and international), High Court of (Gujarat Rules, 2021), and the Arbitration and Conciliation Act, 1996 (And 2015) as amended from time to time. The Seat and Venue of arbitration shall be Gandhidham, Kutch, India and the language of the arbitration shall be in English. The cost shall be borne equally by both the parties”.

‘WHEREAS the contractor has agreed to deposit the performance

security deposit @ 10% of annual contract price amounting to Rs. \_\_\_\_\_ in following manner for the due fulfilment of all the conditions of the contract’

- (a) 5% of Rs. \_\_\_\_\_ paid in the form of Bank Guarantee/FDT or Digital mode of payment, vide No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_ (to be submitted in 21 days of issue of LOA).
- (b) Balance 5% amount of Rs. \_\_\_\_\_ to be recovered from the Running Accounts bills.

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

FOR AND ON BEHALF OF THE BOARD/EMPLOYER

FOR AND ON BEHALF OF THE CONTRACTORS

Signed & Sealed:

Signed :

Name:

In the capacity of Deendayal Port Authority

In the presence of: (1) \_\_\_\_\_

In the presence of: (1) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

**Signed, sealed and delivered by the Secretary  
On behalf of the Board of Trustees of Port of Deendayal**

**SPECIMEN BANK GURANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT  
(To be executed on Rs.300/- non-judicial Stamp Paper)**

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

In consideration of the Board of **[insert name of Port]** incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of **[insert name of Port]**, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "Contractor")' (Name of the Contractor/s) from the demand under the terms and conditions of the Contract, vide (Name of the Department) \_\_\_\_\_'s letter No. & 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 Performance Guarantee in cash or Lodgment of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions 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 or which would be 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 amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform

the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only.)

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

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

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

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

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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 (Name of Bank and Branch)

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in **Gandhidham** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not the

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 up to \_\_\_\_\_; 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**

**Letter of Acceptance  
[to be issued by DPA on letter head]**

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

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

To: \_\_\_\_\_ [Name & address of contractor]

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

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

Dear Sir,

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

You are hereby requested to furnish performance guarantee, for an amount of Rs. \_\_\_\_\_ [amount in words and figures] within {21} days of the issue of this letter of acceptance valid upto {28} days from the date of completion/obligation/ expiry of taking over certificate subject to removal of defects period, if any i.e. upto \_\_\_\_\_ and also sign the contract agreement within {14} days of the receipt of this letter of acceptance, failing which action as stated in the tender document ~~will be taken.~~

Detailed Work Order will follow. Please acknowledge receipt.

Yours faithfully,  
Authorized signatory  
Name and title of signatory  
Deendayal Port Authority

**Work Order**  
**[to be issued by DPA on letter head]**

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

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

To: \_\_\_\_\_ [Name &  
address of contractor]

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

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

Sir,

Pursuant to your furnishing the requisite Security and signing of the contract for execution of the work "\_\_\_\_\_  
\_\_\_\_\_", you are hereby instructed to proceed with the execution of the said work w.e.f. \_in accordance with the contract documents.

Thanking you,

Yours faithfully,

Deputy Conservator,  
Deendayal Port Authority,  
Gandhidham

FORM- 8 A

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value of Rs. 300/-)

(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 till

..... [d  
ays/month/year]

whichever is earlier.

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

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

i) Our liability under this Insurance Surety Bond shall not exceed .....(\*).....

ii) This Insurance Surety Bond shall be valid up to .....(+ ).....

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

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

WITNESS

Signed for and on behalf of  
the Insurance Company

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

.....  
(Signature)

.....  
(Name)

.....

Notes:

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

(@) This date will be ninety (60) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.

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

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.

3. 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.

4. 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.

5. 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.

## **Appendix-I**

### **Format for furnishing technical specification of Mooring Boats**

<b>1</b>	Length Overall	
<b>2</b>	Breadth	
<b>4</b>	Hull	
<b>5</b>	Depth	
<b>6</b>	Type	
<b>7</b>	Main Engine make	
<b>8</b>	Speed	
<b>9</b>	Propulsion	
<b>10</b>	Year of Built	
<b>11</b>	Manning	
<b>12</b>	Registration	
<b>13</b>	Engine BHP	
<b>14</b>	Fuel Consumption in Liters/hour/engine	
	Main Engine	

Note: Bidder has to submit separate Appendix-I for each boat. If only one Appendix – I submitted by bidder than the same specification will be considered for the another boat. Other supporting documents for engine details, fuel details etc. should be submitted as per tender.

## Schedule-B

**Name of Work : Hiring of 02 Nos. Mooring Boats with Crew for a period of 05 years at Kandla.**

### SCHEDULE OF PRICE

Sr. No.	DESCRIPTION	Rate per day	Days	Rate	Amount
1	Hiring of 2 nos. Mooring Boats with crew, operational & maintenance as per tender condition	For two boats	<b>1826</b>		
			<b>Total</b>		

**NOTE:** The above rate is inclusive of all taxes and duties, etc. except GST. The GST will be reimbursed as per GST Clause. GST to be paid separately as admissible under GST Act.

**The supply of fresh water and fuel shall be on port account; the bidder may quote the price accordingly. Engine Fuel Consumption graph to be enclosed.**

**SIGNATURE OF THE CONTRACTOR**

**Important:** Bidders shall submit price schedule blank duly sealed and signed with technical bid. The price to be filled and submitted in (n) procurement portal only. Bidders may note that price quoted shall not be declared anywhere in Technical bid.

## **SECTION 8**

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

**DEENDAYAL PORT AUTHORITY  
(Formerly known as Kandla Port Trust)  
GANDHIDHAM - KUTCH - GUJARAT - 370 201.**

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

## 1. Introduction

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

## 2. Scope

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

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' in the context of these guidelines is termed as 'Agency.'

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplier, pending investigation, the recommendation on such matter by Investigating Department

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

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

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

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

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;
- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents;  $\Omega$
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;

- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

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

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

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

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
  - i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
  - ii) If it is decided to proceed for banning action, to recommend for issue of show- cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.
  - iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.
- 7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority.

At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:

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

/ Division.

- 7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavor should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.
- 7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.
- 7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.
- 7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.
- 7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.
- i) Banning of the Agencies shall apply throughout the Company including Subsidiaries.
  - ii) The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
  - iii) The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action, it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
  - iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.
  - v) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

## **8. Department / Division wide Hold on participation of the Agency in Tenders**

- 8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned

Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents alongwith the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.

- 8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

#### **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show- cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

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

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

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

- 11.1 The Board shall upload/update the list of banned agencies alongwith the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.
- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.
- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its

interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.

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

## **12. Saving**

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

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