

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENT FOR

"Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years"

TENDER NO. H&D-01/2026

Tender Invited by: -
Deputy Hydraulic Engineer,
Hydraulic & Dredging Division,
Annex. Building, Room No. 310, Second Floor,
Deendayal Port Authority
Gandhidham – Kutch,
Gujarat – India

E-mail: dyhekpt@gmail.com
supdtacmarine@deendayalport.gov.in

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DEENDAYAL PORT AUTHORITY



E- Tenders

TENDER NO: H&D-01/2026

Name of work: "Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years"

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : Date 11/03/2026

TO : Date 10/04/2026 TIME 16:00 hrs.

TIME & DATE OF PRE-BID CONFERENCE: **18/03/2026 TIME 11:00 hrs**

LAST DATE AND TIME FOR RECEIPT OF BIDS: Date 10/04/2026 TIME 16:00 hrs.

*TIME AND DATE OF OPENING OF BIDS: DATE 10/04/2026 TIME 16:30 HRS

PLACE OF OPENING OF BIDS :Deputy Hydraulic Engineer,
ROOM NO. 310, SECOND FLOOR,
ANNEX A.O. BUILDING,
GANDHIDHAM – KUTCH,
GUJARAT (STATE) 370 201.

**OFFICER INVITING BIDS: Deputy Hydraulic Engineer,
DEENDAYAL PORT AUTHORITY.**

DEENDAYAL PORT AUTHORITY

Marine Department

INVITATION OF TENDER

TENDER NO. H&D-01/2026

ONLINE TENDERING (E-Tendering)

NAME OF WORK: "Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years".

E-Tenders are invited for the work of **"Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years"** as per the details given in the table below.

Work Description	Cost of Tender Document	Estimated cost (INR)	EMD (INR)	Date of pre-bid meeting	Last Date and time of online submission of bid documents	Date and time of online opening
Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years	Rs. 5,900 including 18% GST as admissible	Rs. 1,36,01,250 Rs. 68,00,625 per annum (Excluding GST)	Rs. 1,36,012/-	18/03/2026 11:00 hrs.	10/04/2026 16:00 hrs	10/04/2026 16:30 hrs

Detailed tender notice along with complete tender documents can be downloaded from website:

<https://tender.nprocure.com> from 11/03/2026 to 10/04/2026 at 16.00 hrs. The tender Notice is also available on <https://www.deendayalport.gov.in> and <https://eprocure.gov.in>. Technical bid will be opened on 10/04/2026 at 16.30 hrs. The date of opening of price bid will notified after scrutiny and evaluation of Technical Bid. For Further details, Mobile No.9825227201 At office of the Dy Hydraulic Engineer, Room No-310 Annexure A.O. building Gandhidham during any working hrs. before the last date and time of downloading the Tender Document.

**Dy. Hydraulic Engineer
Deendayal Port Authority**

DEENDAYAL PORT AUTHORITY

NOTICE INVITING ON LINE TENDER

Department	Marine Department
Circle/ Division	Hydraulic & Dredging Division
Tender Notice No.	H&D-01/2026
Name of Project	"Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years".
Name of Work	"Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years".
Estimated Contract Value (INR)	Rs. 1,36,01,250/- Rs. 68,00,625 per annum
Period of Contract	2 years
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	INR
<u>Pre-Qualifying Criteria:</u>	1. <u>Financial Standing:</u> 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. 20.4 Lakhs, Certified by Chartered Accountant along with Unique Document Identification Number (UDIN). 2. <u>Experience in terms of:</u> Experience of having successfully completed or substantially completed similar works 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. 27.20 Lakhs (excluding GST) OR (ii) Two similar completed works each costing not less than Rs. 34.00 Lakhs (excluding GST) OR (iii) One similar completed work costing not less than Rs. 54.40 Lakhs (excluding GST) <u>Similar works means</u> "Supply, installation & commissioning of Hydrographic Survey Equipment for carrying out Hydrographic Survey in varying tidal condition for any Govt. /Semi Govt. / PSU / Pvt. Organization. <u>Capability and Resources:</u> The Bidder should be in business of Marine Survey or Marine consultancy only. 3. <u>Satisfactory Performance:</u> <u>Experience in last Seven (7) years:</u> The Bidder should submit the documentary proof for satisfactory performance from the owners/clients to whom the survey equipment was supplied on hire basis and operated successfully. In case of ongoing/substantial 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. <u>Note:</u> If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.
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<u>Joint Venture:</u>	<u>Not Allowed</u>
<u>Integrity Pact:</u>	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. 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 Hydraulic Engineer, 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. • In case of Partnership firm, IP agreement shall be signed by all the partners of partnership firm. • In case of limited company IP agreement to be signed by authorized signatory as per POA duly supported with Boards resolution • 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. (Not Applicable) Note: <u>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. (Not applicable)</u>

<u>Downloading Websites:</u>	https://tender.nprocure.com . http://www.deendayalport.gov.in . http://www.eprocure.gov.in .
<u>Bid Document Fee:</u>	Rs.5,900/- (Including GST 18%)
Document Fee Payable To:	Document Fee shall be made through online payment mode in Bank A/c of Deendayal Port Authority at Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT
Bid Security/ EMD(INR):	Rs. 1,36,012/-
Bid Security / EMD (INR) In Favour of:	EMD shall be made through online payment mode in Bank A/c of Deendayal Port Authority at Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT
<u>Bid Document Downloading Start Date</u>	11/03/2026
<u>Bid Document Downloading End Date</u>	10/04/2026
<u>Date & Place of Pre- Bid Meeting</u>	18/03/2026 11:00 Hrs
<u>Last Date & Time for Receipt of Bids</u>	10/04/2026 up to 16.00 Hrs.
<u>Bid Validity Period</u>	120 Days from the date of opening of technical bid.

<u>Condition for EMD & Tender fee.</u>	<u>Tender Fees:</u> Rs. 5,900/- (incl.of GST) shall be made through online payment mode in Bank A/C of Deendayal Port Authority at Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. <u>EMD:</u> Rs. 1,36,012/- (Rupees One lakh thirty six thousand twelve only) shall be made through online payment mode in Bank A/C of Deendayal Port Authority at Bank of Baroda Gandhidham a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. 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. 7120 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) in technical bid failing which the bid shall be considered <u>non- responsive</u>.							
	<table><tr><td>SECTION M</td><td>Professional Scientific & Technical Activities</td></tr><tr><td>DIVISION 71</td><td>Architectural & Engg. Activities, Technical Testing & Analysis</td></tr><tr><td>GROUP 712</td><td>Technical Testing and Analysis</td></tr></table>	SECTION M	Professional Scientific & Technical Activities	DIVISION 71	Architectural & Engg. Activities, Technical Testing & Analysis	GROUP 712	Technical Testing and Analysis	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
SECTION M	Professional Scientific & Technical Activities							
DIVISION 71	Architectural & Engg. Activities, Technical Testing & Analysis							
GROUP 712	Technical Testing and Analysis							

<u>Banking Details:</u>	<u>Bank of Baroda, Gandhidham Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT.</u>
<u>Bid Opening Date:</u>	Technical Bid will be opened on 10/04/2026 up to 16.00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
<u>Documents required to be submitted by scanning through online:</u>	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.
<u>Officer- Inviting Bids:</u>	Dy Hydraulic Engineer(H&D), Hydraulic and Dredging Division, Annexe, A.O. Building Gandhidham (Kutch)-370201
<u>Bid Opening Authority:</u>	Dy Hydraulic Deendayal Port Authority.
<u>Address:</u>	Dy Hydraulic Engineer(H&D), Hydraulic and Dredging Division, Annexe, A.O. Building Gandhidham (Kutch)-370201
<u>Contact Details:</u>	9825227201

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)

**Dy. Hydraulic Engineer
Deendayal Port Authority**

SECTION 1

INSTRUCTIONS TO TENDERERS

1. Scope of Bid:

E- tenders are invited for "Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years" 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.

4. Tender papers containing conditions of contract, Technical specifications etc. can be downloaded from website <https://tender.nprocure.com>, www.deendayalport.gov.in & <https://eprocure.gov>.

5. A Pre-bid meeting will be held in the Board room, A.O. Building, Deendayal Port Authority, Gandhidham on 18/03/2026 @ 11.00 Hrs. 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 by email/by in person/by post, after than the queries will not be entertained by the department.

6. Bid Validity:

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

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

6.3 A bidder agreeing to the request will not be permitted to modify his bid after the due date & time.

7 At any time prior to the last date of submission of tender, DPA may for any reason whatsoever, change or modify the tender documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from DPA prior to submission of their bid. The addendum / corrigendum so issued will be published in our website at least 7 days prior to the last date for submission of the tender. The amendment to the document so carried out will form part of the tender and shall be binding upon the tenderers. DPA may at their discretion extend the last date for submission of tender to enable the tenderers reasonable time to submit their tender after taking into account such addendum / corrigendum.

8 Tenderers shall submit the Tender Documents downloaded from the websites, duly stamped and signed on each page as token of acceptance of the Deendayal Port Authority terms and conditions mentioned therein.

9 The tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the period of the contract.

10 The hard copies of tenders documents with Tender Fees & EMD sent by post should also reach within 7 days.

11 REFUND OF EMD/BID SECURITY:

11.2 The EMD/Bid Security of successful bidder will be refunded on submission of Performance Guarantee as per tender clause and execution of agreement as per tender clause. The EMD of unsuccessful bidders except L1 & L2 will be released immediately after ranking of bids. EMD of L2 bidder will be released after entering agreement with L1 and acceptance of PG from L1 bidder.

11.3 The EMD will be refunded suo-moto without any application from bidder.

11.4 EMD will not carry any interest.

11.5 The EMD of successful bidder will be released after he has signed the agreement and furnished required Performance Guarantee.

11.6 EMD may be forfeited if:

11.6.1 The bidder withdraws the bid after bid opening during bid validity
The bidder does not accept the correction of bid price pursuant to any arithmetic error.

11.6.2 The successful bidder fails within the specified time limit to Sign the agreement.

11.6.3 Furnish the required performance guarantee Bidder submit more than one bid.

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

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

(a) Technical Stage 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.

14 Pre-Qualification Criteria/Bidding Condition:

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

a) Tender Fee Receipt: Tender Fee of Rs. 5,900/- (including GST 18%) to be remitted by online transfer /Digital mode in favor of DPA payable at Gandhidham in Bank of Baroda a/c no.:10080100022427, IFSC Code: BARBOGANKUT.

b) EMD/Bid Security: Rs. 1,36,012/- (Rupees One lakh thirty six thousand twelve only) shall be made by shall be made through online payment mode in Bank A/C of Deendayal Port Authority at **Bank of Baroda Gandhidham a/c no.: 10080100022427, IFSC Code: BARBOGANKUT**

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. 7120** 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) in technical bid failing which the bid shall be considered non-responsive.

The bidder who are submitting bids with exemption for Tender Fees and EMD under MSME'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 scanned copy of receipt to Deputy Hydraulic Engineer at the time of tender opening or send the same through RPAD so as to reach the Deputy Hydraulic Engineer, Deendayal Port Authority, A.O. Building, Gandhidham within 07 days from the last date of opening along with other documents.

c) Integrity Pact : 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 Form – 6 in the tender document failing which bid submitted by the bidder will be considered non-responsive.

d) Financial Standing:

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. 20.4** Lakhs, Certified by Chartered Accountant along with **UDIN**.

e) Experience in terms of:

Experience of having successfully completed or substantially completed similar works 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. 27.20** Lakhs (excluding GST).

OR

(ii) Two similar completed works each costing not less than **Rs. 34.00** Lakhs (excluding GST).

OR

(iii) One similar completed work costing not less than **Rs. 54.40** Lakhs (excluding GST).

Similar works means "Supply, installation & commissioning of Hydrographic Survey Equipment for carrying out Hydrographic Survey in varying tidal condition for any Govt. /Semi Govt. / PSU / Pvt. Organization.

f) Capability and Resources: The Bidder should be in business of Marine Survey or Marine consultancy only.

g) 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 survey equipment was supplied on hire basis and operated successfully.

In case of ongoing/substantial 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.

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.

h) Joint Venture: Not Allowed

**15 Conditions for bid submission by Joint Venture:
Not applicable**

16 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.

17 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 Hydraulic Engineer within 7 days from the date of opening of bid): -

17.2 All required documents as per above clause no. 14

17.3 Whole tender document duly filled in all the Forms/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 except GST. 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.

17.4 Pre-bid clarifications signed on each page as token of acceptance, if any.

17.5 Last three year Annual accounts and Profit & Loss Accounts alongwith CA's report duly audited by Chartered Accountant of last three financial years along with UDIN.

17.6 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.

17.7 Income Tax PAN No. and GST No. are to be furnished/indicated.

- 17.8** 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.
- 17.9** Names of partners / directors indicating their holding in the firm / company.
- 17.10** 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.
- 17.11** Form-1 Specimen 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. and its supporting documents.
- 17.12** Form-2, Technical qualification of bidders.
- 17.12** Form-4, Information regarding litigation history
- 17.13** Form-5, Exception and deviation
- 17.14** Form-7, Tenderer's Undertaking
- 17.15** Form-8, Specimen Format for Declaration
- 17.16** Form-9, Tenderer Information Form
- 17.17** Any other documents require may be asked by department which required and the same have to be submitted by bidder.

18 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.

19 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.

20 Site Visit:

The Bidder, at his own responsibility and risk is encouraged to visit and examines the site, physical status of DPA Survey vessel M.L. Nirikshak and its existing survey equipment assembling for future updating and obtain all information that may be necessary for preparing the Bid and entering into a contract. The costs of visiting the site shall be at the Bidders' own expense.

21 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 upto the Pre-Bid meeting. 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.

22 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 any liability to the affected bidder or bidders of the grounds for Employer's action.

23 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.

24 Notification of Award and Signing of Agreement:

24.2 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.

24.3 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.

24.4 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.

25 Contract Agreement:

25.2 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.

25.3 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.

25.4 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.

25.5 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.

26 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.

27 Time Schedule:

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

28 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.

29 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.

30 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

31 Bid Prices:

31.2 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.

31.3 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.

32 Currencies of Bid and Payment:

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

33 Performance Security

33.2 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.

33.3 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), 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.

33.4 **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.

33.5 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 work or Final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability periods shall be the latest of such periods.

33.6 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.

- 33.7** 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.
- 33.8** The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.9** 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 its branch at Gandhidham.
- 33.10** 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.
- 33.11** 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 three years.
- 33.12** 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.
- 33.13** 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**

34 Payment Terms:

- 34.2** 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.
- 34.3** Party will be allowed payment of only one bill in a month. The payment will be made in Indian Currency Only.
- 34.4** 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.
- 34.5** While submitting each and every bill a certificate "Certified that all the statutory Labor laws complied" to be furnished.

35 Taxes:

35.2 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.

- 35.3 Contractor/Service provider/Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.
- 35.4 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.
- 35.5 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.
- 35.6 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.
- 35.7 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.

36 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.

37 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 willful 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 Engineer-In-Charge shall be conclusive.

38 Escalation, if any:

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

39 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.

40 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. Hydraulic Engineer within 7 days of opening of the tenders

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

**Deputy Hydraulic Engineer
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 Hydraulic Engineer
Deendayal Port Authority**

SECTION 2

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

A. General

1 Definitions

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

Acceptance of Tender means the letter or memorandum communicating to the contractor of the acceptance of his tender and include an advance acceptance of his tender.

Approved or **Approval** means the approval in writing by the Chairman or by the Deputy Conservator.

Accepted contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

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

Bank means Nationalized bank having its branch at Gandhidham-Kutch.

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

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

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

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

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

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

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract. The **Employer** is the party who will employ the contractor to carry out the Works.

Equipment is the Contractor's machinery brought temporarily to the Site.

The **Initial Contract Price** is the Contract Price listed in the employer's Letter of Acceptance.

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

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

The Specification shall mean the specifications annexed to the conditions of contract.

The **Site** is the area defined as such in the Contract Data.

Schedule means the schedule annexed to the acceptance of tender.

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

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

Works means the works to be executed in accordance with the contract. The date of working of equipment will mark the commencement of the tender period.

Letter of Acceptance means the letter of formal acceptance, signed by the Employer, of the Tender submitted by the tenderer, including any annexed documents.

Party means the Employer or the Contractor, as the context requires.

"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.

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

"Deputy Conservator " means the Deputy Conservator of Deendayal Port Authority and after award of contract and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor.

"Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor, who acts on behalf of the Contractor.

"Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

"Engineer-in Charge" means the Dy. Hydraulic Engineer working under the Deputy Conservator of Deendayal Port Authority.

"Employer's Representative" means the Hydrographic Surveyor/ Assistant Hydrographic Surveyor working under the Deputy Conservator of Deendayal Port Authority to perform various duties

2 Interpretation

2.1 In interpreting these Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance and notice to proceed with Works Contractor's Bid.
- (3) Contract Data
- (4) Conditions of Contract including Special Conditions of Contract
- (5) Specifications
- (6) Drawings
- (7) any other documents listed in the Contract Data as forming part of the Contract and
- (8) Bill of quantities

3 Language and Law

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

4 Employer or his Nominee's decisions

4.1 Except where otherwise specifically stated, the Employer or his Nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5 Delegation

5.1 The Employer or his Nominee may delegate any of the duties and responsibilities to other people except to the conciliator after notifying the contractor and may cancel any delegation after notifying the Contractor

6 Communications

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

7 Joint venture: Not Applicable

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

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

8 Subcontracting-Not Applicable

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

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

9 Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer- In-charge.

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

10 Employer's and Contractor's Risks

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

11. Employer's Risks

11.1 The Employers risks are;

(a) In so far as they directly affect the execution of the Works in the country where the Permanent works are to be executed:

(i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:

(ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,

(iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any

explosive nuclear assembly or nuclear component thereof:

(iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

(v) riot, commotion or disorder, unless solely restricted to the employees of The Contractor or of his Subcontractors and arising from the conduct of the Works;

(vi) floods, tornadoes, earthquakes and landslides

(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen, or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.

a) Prevent loss or damage to physical property from occurring by taking appropriate measures, or

b) insure against.

12. Contractor's risks

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

13. Insurance

13.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.

a) Loss of or damage to the works plant and materials.

b) Loss of or damage to Equipment;

c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and

d) Personal injury or death of staff or passenger.

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

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

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

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

14. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on the site Investigation report referred to in the contract data, supplemented by any information available to the Bidder.

15 Queries about the Contract Data

The Employer or his Nominee will clarify queries on the contract Data.

16 Contractor to install/Construct the Works

The contractor shall install/construct and install the works in accordance with the Specification and Drawings.

17 The Works to Be Completed by the Intended Completion Date

The contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the contractor as updated with the approval, and complete them by the intended completion date.

18. Safety

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

19. Discoveries

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

20. Possession of the Site

The Employer shall give possession of all parts of the site to the contractor, free from encumbrances. If possession of a part is not given by the date stated in the contract data, the Employer is deemed to have delayed the start of the relevant activities and this will be a compensation Event.

21. Access to the Site

The Employer shall allow the Employer or his Nominee and any person

authorized by the Employer or his Nominee access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the works.

22. Instructions

The Contractor shall carry out all instructions of the Employer or his Nominee which comply with the applicable laws where the site is located.

23. Disputes

If the contractor believes that a decision taken by the Employer or his Nominee was either outside the authority given to the Employer or his Nominee by the contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of Employer or his Nominee's decision.

24. Settlement of Disputes

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

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Employer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

25. Decision by Conciliator

(i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

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

26. Arbitration

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

(i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to

be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, falling which by making a reference to CIDC-SIAC Arbitration Centre from their panel.

(ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Employer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

(iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Employer or his nominee and the contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.

(iv) If one of the parties fail to appoint its arbitrations in pursuance of sub-clause[i], within 14 days after receipt of the notice of the appointment of its arbitrate by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.

(v) Arbitration proceedings shall be held at, and the language of the arbitration and that of all documents and communications between the parties shall be 'English'

(vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equality by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

(vii) All arbitration awards shall be in writing and shall state the reasons for the award.

(viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

27. Replacement of Conciliator

Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract; a new Conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

B. TIME CONTROL

28. Program

28.1 Within the time stated in the contract data the contractor shall submit to the Employer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

28.2 An updates of the program shall be a program showing the actual progress achieved on each activity and the effect of the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

28.3 The contractor shall submit to the Employer or his nominee, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Employer or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

28.4 The Employer or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the Employer or his nominee again at any time. A revise program is to show the effect of variations and compensation events.

29. Extension of the intended completion date.

29.1 The Employer or his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost.

29.2 The Employer or his nominee shall decide whether and by how much to extend the intended completion Date within 21 days of the contractor asking the Employer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

30. The Early Warning Provisions shall be as per clause 33.

31. Delays Ordered by the Employer or his nominee

31.1 The Employer or his nominee may instruct the contractor to delay the start or Progress of any activity within the works.

32. Management Meeting.

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

32.2 The Employer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and

to the employer. The responsibility of the parties for actions to be taken is to be decided by the Employer or his nominee either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

33. Early warning

33.1 The contractor is to warn the Employer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Employer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion Date. The estimate is to be provided by the contractor as soon as reasonably possible.

33.2 The contractor shall co-operate with the Employer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer or his nominee.

33.3 The Defect Liability period for the contract shall be 1 months from the date issue of completion of work.

C. QUALITY CONTROL

34. Identity Defects

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

35. Tests

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

36. Correction of Defects

36.1 The Employer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

36.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Employer or his nominee's notice.

37. Uncorrected Defects

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

D. COST CONTROL

38. Bill of Quantities

38.1 The Bill of Quantities shall contain items for the supply, installation, testing and commissioning work of the Hydrographic Survey alongwith manpower to be done by the Contractor.

38.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

39. Variation

Individual quantity for any tender items of work may vary to any extent as required by DPT for which the contractor shall not submit any dispute/claim what so ever so long as the total amount of such variation does not exceed plus or minus 30% of the total contract value awarded.

40. Submission of fraudulent documents / wrong declaration shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

41. Liquidated damages-(Deleted)

E. FINISHING THE CONTRACT.

42. Completion

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

43. Taking over

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

44. Final Account

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

45. Operating and Maintenance Manuals

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

45.1 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Employer or his nominee's

approval, the Employer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

46. Termination

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

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

(a) the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer or his nominee.

(b) The Employer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.

(c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a restructure or amalgamation.

(d) A payment certified by the Employer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Employer or his nominee's certificate.

(e) The Employer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Employer or his nominee.

(f) The contractor does not maintain a security which is required.

(g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and

(h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

(i) If the contractor has contravened clause 9.00 For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

(j) In addition to the reasons listed above, the employer may terminate / discharge the contract as per Clause section 1: Instruction to Bidders The contractor has to demobilize his survey equipment, technician and hydrographic surveyor at the end of the notice period. The Contractor has to make every effort as per tender clause. If the contract is foreclosed, the Contractor will be paid a lumpsum all-inclusive amount at 2.5% of the contract value towards de-mobilization for the hydrographic survey equipment, technician and hydrographic surveyor deployed at Deendayal Port Authority.

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

46.4 Notwithstanding the above, the employer may have terminated the contract for convenience subject to payment of compensation to the contractor including loss

of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

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

46.6 DPA intends to prepare another tender wherein Modern survey boat along with crew considered for survey work.

Hence, the period of this contract is considered for 2 years. The work will be carried out for 2 years and further extendable for 1 year on mutual consent if necessary

47. Employer's Entitlement to Termination: The Employer shall be entitled to terminate the Contract, at any time for the Employer's Convenience, by giving notice of such termination to the Contractor. The termination shall take effect 14 days after the later of the dates on which the Contractor receives this notice.

48. Payment upon Termination.

48.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Employer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidity damages shall not apply, if the total amount due to the employer exceed any payment due to the contractor, the difference shall be a debt payable to the employer.

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

49. Property

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

F. SPECIAL CONDITIONS OF CONTRACT

50. LABOUR

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

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

51. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any to the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Employer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Employer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

51.1 Workmen Compensation Act 1923: - The act provides for compensation in case of injury by accident arising out of and during the course of employment.

51.2 Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.

51.3 Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:

- (i) Pension to family pension retirement or death, as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker,
- (iii) payment of P.F accumulation on retirement/death etc.

51.4 Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.

51.5 Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

51.6 Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per the Act if the employment is a scheduled employment of Buildings, Roads, Runways are scheduled

employment.

51.7 Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.

51.8 Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

51.9 Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only.

The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

51.10 Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

51.11 Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

51.12 Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.

51.13 Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Industry.

51.14 Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:-

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

51.15 The Building and Other workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or work and other welfare measures, such as Canteens, First- Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the

Registering Officer appointed by the Government.

51.16 Factories Act 1948:- The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

SECTION 3

CONTRACT DATA

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

The following documents are also part of the contract clause reference

The schedule of other contracts _____ (8)

The schedule of key personnel _____ (9)

The above insertions should correspond to the information provided in the invitation of bids.

The employer is

Name:- Deendayal Port Authority,

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

Name of authorized representative is: Deputy Conservator

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

The Employer or his nominee is:

Name: Dy. Hydraulic Engineer

Address: Room No. 310, Second Floor, Annexe, A.O. building, Gandhidham.

Name of authorized representative is: Hydrographic Surveyor/Assistant Hydrographic Surveyor.

Address: Room No. 210, Second Floor Seva-Sadan, Kandla

The name and identification number of the contract is **"Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years"**.

The works consist of "Hiring of Hydrographic Survey Equipment"

The start date shall be _____

The intended completion date for the whole of the work is **24 months**

Milestone dates: NIL.

The following documents also form part of the contract

The contractor shall submit a program for the works Within Fifteen days of delivery of the letter of acceptance/work order.

The site possession dates shall be award of work. The defect liability is 1 month from the date of completion of work.

The minimum insurance cover for physical property, injury and death is Rs. 20 lakhs per occurrence with the number of occurrences limited to four. After each

occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

The following events shall also be compensation events:

The employer terminates the contract for his convenience

The period between programme updates shall be 15 days

The amount to be withheld for late submission of an updated programme shall be Rs. 5000/-

The language of the contract documents is English

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

The currency of the contract is Indian rupees

Fees and types of reimbursable expenses to be paid to the dispute review expert
Appointing authority for the Arbitrator is Chairman, DPA.

Escalation is not Payable for this contracts.

The employer terminates the contract for this convenience,

The period between programme updates shall be 15 days

The amount to be withheld for late submission of an updated programme shall be Rs.5000/-

The language of the contract documents is English

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

The currency of the contract is Indian rupees

Fees and types of reimbursable expenses to be paid to the dispute review expert

Appointing authority for the Arbitrator is Chairperson, DPA.

SECTION 4

SITE CONDITIONS AND SPECIFICATIONS

TERMS & CONDITIONS

Delivery of the Hydrographic Survey Equipment will be at Kandla.

1. On placement of work order, the Hydrographic Survey Equipment are to be made available at Kandla and commence the Hydrographic Survey operation within 30 days. All Mobilization/De-mobilization charges shall be included.

"In the event of delay on the point of contractor in mobilisation of Hydrographic Survey equipment beyond 30 days and commencement of Hydrographic survey operations on 31st day from the date of work order, the contractor shall be liable to pay a sum of accepted rate/quoted hire charges per day or part thereof

2. The contractor shall include such costs, if any, in the manufacturing and supply.
3. The supplied survey Equipment's should be fitted / equipped with the following survey equipment to conduct port's hydrographic surveys.

4. DGPS -2 Sets

R12i GNSS with RTK license (Trimble DGPS/SPS855/852 or equivalent equipment from a reputed manufacturer), - Base Station and Rover with pole attached and tripod with receiver display).

At least 24 inches monitor (2 nos.CPU) for Interfacing with latest HYPACK survey software with helmsman screen connectivity Survey system (Industrial PC with latest hardware and software support connecting sufficient com ports so as to collect/transmit uninterrupted data from satellite and supporting survey equipment's to and fro PC). One spare set of DGPS should be kept available on board the survey Vessel M.L.Nirikshak.

5. Single Beam Echo Sounder- one Set

(MK-III or equivalent unit from a reputed manufacturer with digital display unit). A functional hydrographic dual frequency echo-sounder (MK-III or equivalent with digital display unit) with frequencies 30-33 Khz. and 200-210 Khz. coupled with hull- mounted transducer and heave Compensator, etc. should be supplied by the successful bidder. Both these frequencies should be capable of working simultaneously as well as separately.

5.1 Latest Hypack Survey Software and dongle with online and offline- two set of computers with chart processing applications.

5.2 Heave Compensator- One number

Teledyne DMS-H or equivalent from reputed manufacturer. Heave compensator to be synchronized with Hydrographic survey software of HY-PACK.

5.3 Sound Velocity Probe – One set

Sound velocity probe/profiler to measure range from 1500 m/s to 1600 m/s and

beyond.

5.4 Current meter– One No.

Valeport make or equivalent current meter including software and all connecting cables and leads of all accessories should be supplied and made available onboard Survey Vessel M.L. Nirikshak.

5.5 Survey Technician - One (for technical support /maintenance of equipment)

5.6 One Hydrographic Surveyor (for carrying out hydrographic surveys in the port water along with DPA personnel).

6. Hydrographic survey software of HY-PACK of latest version and impart training to the port survey team of 08 members (Marine officers/Staff) for 06/07 Days from commencement of the contract.
7. The bidders shall quote the rate including one technician and one hydrographic surveyor on board survey vessel M.L.Nirikshak. Survey technician and one hydrographic surveyor should be available all 365 days for attending survey work/maintenance of equipment. The Hydrographic survey equipment installed by party in hiring work should be **brand new** and with one-year standard warranty. The party should make alternate arrangement if survey equipment installed in hiring work becoming defective with minimum down time and Hydrographic survey should not be effected in any way. **Specific downtime upto 3 days in a month shall be admissible to restart the Hydrographic survey work.**
8. Regular Hydrographic surveys will be carried out with survey Vessel M.L. Nirikshak upto the required number of days in each month.
9. The locations of Hydrographic surveys includes Kandla creek-1, Kandla creek- 2, Khor Creek, Navigational Channel, Bar area, Approaches to Kandla creek, Nakti creek, Phang creek, "T"- shaped jetty at Tuna, SPM at Veera and OOT-Vadinar including positioning of Navigational channel buoys time to time.
10. Deendayal port Authority shall release the payment for Hiring of Hydrographic Survey Equipment, one technician and one hydrographic surveyor to the Contractor on monthly basis based on the approved hire charges.
11. DPA's Hydrographic Surveyor shall ensure the number of working days engaged for Hydrographic Survey in a month accordingly.
12. The Bidder shall Supply, Install and Put in commission all the Hydrographic Survey Equipment onboard Deendayal Port Authority's Survey vessel M.L. Nirikshak with DGPS, Single Beam Echo sounder, Heave Compensator, online computer with Hypack survey software along with UPS, Splitter box and junction boxes, Vale port current meter, Sound velocity probe etc.
13. Regular Hydrographic Surveys will be carried out with Survey Vessel M.L.Nirikshak at 17 days in a month in fair season from the month of October to the month of March of the succeeding year. During rough weather maximum

utilization of Survey equipment will be based on the prevailing wind/sea state/tidal conditions in and around Deendayal Port waters.

- 14.** Period of Hiring of Hydrographic Survey Equipment is for 02 years. The work will be carried out for 2 years and further extendable for 1 year on mutual consent if necessary
- 15.** Deendayal Port Authority will provide Survey vessel and Generator power, both with fuel.
- 16.** Survey Technician and hydrographic surveyor should board the survey vessel to undertake Hydrographic Surveys along with the Surveyor of the Deendayal Port Authority. Chart processing with off line dongle shall be completed on the day/other day after survey task.
- 17.** Normal working hours of Hydrographic Survey varies from 0600 hrs to 1800 hrs. However, the timings may changes depending upon the task of the requirement. During velocity observation and float observation works, the Survey vessel will remain stayed at site continuously for a period of 18 to 20 hrs.
- 18.** In general, DPA's Hydrographic Surveyor issues Monthly Survey Schedule in advance. Hydrographic Surveys will be carried out as per requirement, accordingly, a Log book shall be maintained by the successful bidder for accurate number of working days engaged for Hydrographic Surveys.
- 19.** There may not be minimum number of working hours anticipated per day.
- 20.** Total number of working Hydrographic Survey days shall be certified by Hydrographic Surveyor of Deendayal Port Authority at the end of Month Shall be considered for submitting a Running Account Bill.
- 21.** The period of billing is from 1st date of month to the last date of the same month excluding the first month and last month of the entire contract period.
- 22.** In the event, the Survey Equipment being unable to perform any of the operations, no hire charges are to be paid by the Port to the contractor for non-operational period on the basis of per hour or part thereof. Client will not reimburse for the cost to replace or repair any underwater equipment that is damaged during the project.
- 23.** The Tidal data shall be measured by Automatic Tide gauge (ATG) located at jetty close to Survey area. The tide data shall be measured at each minute interval throughout survey period on a 24 hours' basis. This observed tide shall be used to reduce raw water depth to Chart datum.
- 24.** Client will provide support for taking local permissions and clearances as and when required.
- 25.** The contractor shall be responsible for all contractors' equipment. When brought to the site, contractor's equipment shall be deemed to be exclusively intended

for the execution of the works and shall be retained at the site till the completion of the work. The contractor shall not remove from the site any major items of contractor's equipment without the consent of the employer.

- 26.** If necessary, accommodation shall be provided by employer depending upon the availability at Kandla/Gopalpuri township of Deendayal Port Authority and on payment of necessary charges prevailing from time to time.
- 27.** Health and Safety: The contractor shall at all times take all responsible precautions to maintain the health and safety of the Survey Technician and Hydrographic Surveyor.
- 28.** Deliverables: The contractor shall verify and approve the report of survey Set - up and progress.
- 29.** Confidentiality: The contractor shall not either during the term or within 02 years of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract or the Board's business or operations without the prior written consent of the Board.
- 30.** Reports and Documents: All reports and other documents prepared by the contractor in performing the services shall become and remain the property of Deendayal Port Authority. The contractor shall not use these documents for purposes unrelated to this contract without the prior written approval of the DPA.
- 31.** Facilities to be provided by DPA: (a) Administrative assistance, if required, during the Survey. (b) All the permissions from the statutory organizations or bodies, if necessary (such as Port Authority, customs, Navy, Coastal Police etc.) should be provided by the DPA.

32. PENALTY:

Incase Hydrographic survey is cancelled because of nonfunctioning of any hydrographic survey equipment hired for hydrographic survey work, the same should be repaired within three days and made available for survey work. No payment shall be made during the non-operational period of equipments in proportion.

A penalty of @ 5% of Hire charges per day shall be levied from the fourth day of breakdown of hydrographic survey equipment up to a maximum of seven days i.e. 10th day. After 10th day from the date of occurrence of fault, DPA has right to make alternate arrangement for hiring of survey equipment at the risk and cost of contractor and also DPA has option to terminate the contract.

33. Arbitration Clause

(I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same

whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

(II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that 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 dispute or of different. The arbitrator who has been dealing with 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 holding the office, shall arbitrate himself or appoint any officer to act as arbitrator.

(III) 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.

(IV) 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.

(V) 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.

(VI) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.

(VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

(VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.

(IX) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.

(X) 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 thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

(XI) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.

(XII) 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.

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

- 34.** The tenderers are expected to have full knowledge of the site of work and local working conditions in the Port before submitting the tenders. The port is basically an operational area dealing mainly with stacking, loading and unloading of import/export cargo and movement of traffic in or out of the port.
- 35.** If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained. The contractor while filling up their rates in the tender should consider the above aspects.
- 36.** An order book is to be maintained by the contractor at the site of work and orders and instruction written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having seen the same. The order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer-in-Charge.
- 37.** All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
- 38.** All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
- 39.** All the work until handed over to the Engineer-in-Charge shall stand at the risk of the contractor who shall be responsible to make good at his own cost. All the losses and damage caused by or due to fires, weather, tides or any other reasons. Contractor shall hand over the work in good order and conditions and in conformity in every respect with the requirements of the contract.
- 40.** During the execution of work, the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligence in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.
- 41.** All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 42.** The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.

- 43.** The contractor has to make his own arrangement for the storage of materials at site or work.
- 44.** Unless otherwise specifically mentioned the rates quoted for all items includes for all lead and lift and no extra claims shall be entertained on this account.
- 45.** The tenderer shall examine carefully the condition of contract, specifications and drawings etc. before submitting the tender. He shall also visit and inspect site of work and acquaint himself with all local condition in the cargo jetty of port, nature of soil and working condition at and around the site before submitting the tender. No dispute/claims what-so-ever shall be entertained for the work of any nature arising out of local conditions.
- 46. FORCE MAJURE:** 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.

47. BILLS TO BE SUBMITTED MONTHLY

A Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, subroutine to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list.

48. BILLS TO BE ON PRINTED FORMS

The contractor shall submit all bill on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

49. PAYMENT OF CONTRACTOR'S BILL TO BANK

- (i) 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.
- (ii) Party will be allowed payment of only one bill in a month. The payment will be made in Indian Currency Only.

- (iii) 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.
- (iv) While submitting each and every bill a certificate "Certified that all the statutory Labour laws complied" to be furnished.

50. SCOPE OF WORK

INTRODUCTION

General information and area description: -

The Deendayal Port Authority, Kandla is situated along the West Coast of India, in the Gulf of Kutch and along the West Bank of Kandla Creek at 70° 13'E longitude and 23° 01'N Latitude. The Port was developed after independence of India. It was commissioned in the year 1955 with 2 dry Cargo Berths and was declared a Major Port. The economic hinterland of the Major Port of Kandla comprises of Jammu and Kashmir, Himachal Pradesh, Punjab, Haryana, Delhi, Rajasthan, Uttar Pradesh, Madhya Pradesh and Gujarat. The Port is served by broad gauge Railway. It is also connected with major cities of India by road through the National Highway No. 8 A. With the globalization of the trade the quantum of export/import of cargo in terms of tonnage being handled is rapidly growing. The Port therefore in need to creating new facilities to improve the standards of the cargo handling and provide better facilities, comparable with the best in the world. Considering the quantum of work and the sensitivity of the port, it is decided to procure the Hydrographic Survey Equipment on per day hire basis for carrying out the bathymetric survey works for a period of 02 years.

For this purpose, Deendayal Port Authority (The Employer) is inviting tenders for **"Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years"**.

Presently, the Port has Sixteen cargo berths for handling dry cargo traffic, eight oil jetties for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek and three Single Buoy Moorings (SBM) at OOT- Vadinar, in Jamnagar District, for handling crude oil.

Out of 08 Oil Jetties, first four Oil Jetties constructed during 1975 to 2000 and two other oil jetties belongs to Deendayal Port Authority and remaining Oil Jetties (Oil Jetty no. 5 & 6) which are developed, operated and maintained by M/s IFFCO and M/s IOCL respectively

Navigation Channel Ships approaching Kandla are received near the Outer Tuna Buoy at Lat 22 deg 50 min 42 sec N, Long 70 deg 07 min E. From here, they are guided through the Approach Channel leading to the Harbour. The channel runs between two shallow patches, viz. the Kaladara – Mid Shoal stretch and the Singhvi Shoal. It takes a sharp turn between buoy nos. 10 and 11 to align the vessel with the Kandla Creek. The total length of the Kandla approach channel is about 23 km., and its width at the narrowest section is near Buoy No. 8 & 8A. Navigation is permitted both during day and night, but only as per Tidal Window.

The Port requires carrying out continuous maintenance dredging of the Navigation Channel and maintenance and capital dredging of Kandla Creek and alongside berths. The dredging contract for duration of 36 months (2024-2027) is in progress.

a)	Survey equipment	A functional Hydrographic dual frequency Echo-sounder (MK-III) with frequencies 30-33 Khz. and 200-210 Khz. coupled with hull mounted transducer and heave compensator etc. Both these frequencies should be capable of working simultaneously as well as separately. DGPS receiver with at least 24 inches monitor (2 Nos. CPU) for interfacing with HYPACK with helmsman Survey system (Industrial PC with latest hardware and software support connecting sufficient com ports so as to collect/transmit uninterrupted data from satellite and supporting survey equipment to and fro PC) . One spare set of DGPS should be kept standby on board the survey launch. Sound velocity probe/profiler to measure range from 1500 m/s to 1600 m/s. and beyond. Vale-port current meter including software and all connecting cables and leads of all accessories should be made available onboard launch.
b)	Survey software	Hydrographic survey software of HY-PACK of latest version with separate online dongle key and offline dongle key supporting single beam survey operations.
c)	Survey training	Imparting training to the port survey team of 8 members (marine officers / staff) for 06/07 days from commencement of the contract/ hiring of survey Equipment.

DESCRIPTION OF HYDROGRAPHIC SURVEY WORKS

Hydrographic surveys shall be performed with the Software Hypack by using dual frequency echo sounding equipment (MK-III or equivalent) and an electronic positioning system (Trimble DGPS SPS855/852, Hemisphere or equivalent) with an accuracy which ensures the requirement. The survey equipment, automated survey system software Hypack shall be approved by the Hydrographic Surveyor before being brought to Site. Approved Electronic Positioning System (DGPS) shall fully cover the Site, including dumping areas etc. and shall be constantly operational throughout the Contract period.

Echo sounders/ equipment shall be capable of logging data compatible with the computers apart from the facility of producing charts. The system shall be installed, tested and set to work for continuous operation during all survey operations. Once operational, the system shall remain in continuous operation. The Electronic Positioning System shall at all times maintain a repeatable accuracy in horizontal direction of plus or minus 1.0m for any point within the Site. At the beginning of each day's survey, the Bar check and positioning check shall be carried out to

ensure the accuracy of the echo soundings as well as the positioning system. It is clarified that latest Hypack Survey Software can be used for carrying out the hydrographic survey works.

- The Port requires Hydrographic Survey Equipment for carrying out hydrographic survey works with DPA's Survey vessel M.L. Nirikshak.
- The Survey launch will be working at Kandla, Tuna Tekra, Vadinar & all Terminals coming up in future in DPA Port limits and have portable firefighting appliances and sufficient Lifesaving appliances.
- The Survey launch will be on duty for 24 hrs. per day.
- The Hydrographic Survey Vessel M.L. Nirikshak will comply with all lawful instructions from the Deputy Conservator/ Dy. HE/ Hydrographic Surveyor of the Port or any other Officer duly authorized by him.

SURVEY CHECKS (System Verification)

There are 2 types of checks.

- 1) Initial checks and tests to be carried out after installation, before every survey.
- 2) (Daily) Verifications and checks to be carried out before survey.

Initial system tests:

(i) Position Check

(ii) Bar Check

(Daily) Verifications of survey.

(i) Sea level and Tide Check

(ii) Sound Velocity Profile

(iii) Input Signals

(iv) Motion Sensor Status

A Position Check shall allow to verify

- (a) The Datum Transformation setup of Hypack.
- (b) The applied geoid model or offset.
- (c) The vessel geometry.

GPS Antenna Installation

- * Connect GPS Antenna cables to Antennas
- * Seal GPS cable connectors with self-amalgamating tape.
- * Secure GPS Antennas on highest possible surface (clear 360 degree view of sky)

- The antennas should be separated by at least 1m and less than 5m.
- Both antennas should face in the same direction
- Power input required is 120 v or 240 vdc.
- Ensure power lead supplies a good earthing / ground.

GEODETIC DATUM AND TRANSFORMATION PARAMETERS

Datum	: WGS 1984
Spheroid	: WGS 1984
Semi Major axis	: $a = 6378137.000$ m
Inverse flattening	: $1/f = 298.257223563$
Map Projection	: Universal Transverse Mercator
Grid System	: UTM zone 42
Central Meridian	: 069 deg 00 min 00 sec East
Latitude of Origin	: 00 deg 00 min 00 sec North
False Easting	: 500000 m
False Northing	: 0 m
Scale Factor	: 0.9996
Units	: Meter

SPECIFICATION:

1. DGPS -2 Sets R12i GNSS with RTK license (Trimble DGPS/SPS855/852 or equivalent equipment from a reputed manufacturer), - Base Station and Rover with pole attached and tripod with receiver display).
2. Single Beam Echo Sounder- one Set (MK-III or equivalent from a reputed manufacturer with digital display unit)
3. Heave Compensator- One number - Teledyne DMS-H or equivalent from reputed manufacturer.
4. Latest Hypack Survey Software and dongle with online and offline- two set of computers with chart processing applications.
5. Current meter- One No.
6. Sound Velocity Probe - One No.
7. Survey Technician - One (for technical support /maintenance of equipment)
8. One Hydrographic Surveyor (for carrying out hydrographic surveys in the port water along with DPA personnel).

(i) DGPS of Trimble DGPS SPS855/852, Hemisphere or equivalent make to display accurate locations with sub meter accuracy. DGPS with all cables (including GPS Receiver Antenna, transmitter Antenna, Data Link, Data Link Power supply, RTK Antenna etc. (Complete DGPS with RTK operation system).- One Set.

(ii) MK-III Echo sounder or equivalent with digital display unit along with

compatible transducer from OEM - One Set.

Hull mount integrated single beam Echo Sounder, Heave Sensor etc. All cables should be included – MK-III or equivalent from a reputed manufacturer with bar plate to support the Hypack survey software.

(iii) Necessary dry docking shall be arranged by the DPA to fit the transducer of the single Beam Echo-Sounder and fitting charges shall be borne by the bidder.

(iv) One set of spare cables for all hydrographic survey equipment to be supplied and handed over at the time of installation.

(v) Current meter of Valeport or equivalent make including software and all connecting cables and leads of all accessories should be made available onboard the survey launch.

(vi) Sound Velocity probe/profiler of Valeport or equivalent make to measure a range from 1500 m/s to 1600 m/s. and beyond.

(vii) 2 Nos. desktop computers suitable for hydrographic surveys and processing of data with the following specifications: -

(a) Intel Core i7 -6th Generation, i7Gigabyte Motherboard 4, PCI slot / RAM 12 GB / 1 TB Hard disk, keyboard, Mouse, Logitech /Nvidia Graphics card 4 GB /Circle Cabinet with Gold SMPS Moxa - 8 port Moxa card with cable, Online Dongle and Offline dongle key separately.

(b) 12GB RAM, 6/8 Moxa serial ports card in built with Hard Disc, USB serial hub, 1 TB external hard disk of 2 Nos., 1 TB of internal hard disk, DVDRW, RS-232 support and to link and interface with heave sensor, DGPS, Echo Sounder, Gyro etc. PC is to be supported with splitter box (VGA) and helmsman of 24-inch monitor, and 2 Nos. 32 GB USB drives for data transfer etc.

(viii) The offer should include all other taxes, levies at Gandhidham, Gujarat including assembling, installation, supply, commissioning and training for seven officers / staff of Marine Department). All rates should be included in their offer. The rates should be quoted in Indian rupees.

(ix) Survey Technician - One No.

The Survey Technician shall responsible for the daily maintenance and upkeep of the hired hydrographic survey equipment onboard DPA's Survey vessel M.L. Nirikshak throughout the contract period of two years and shall possess minimum qualifications and experience as under:

(i) Diploma in Electronics & Communication/Electrical/Civil Engineering branch with five years' relevant experience in Hydrographic Survey works.

(x) Hydrographic Surveyor- One No.

The Hydrographic surveyor shall be responsible for Bar check, calibration of equipment including electronic position fixing system, SBES & MBES survey works as and when required by the port to meet the essential requirement of hydrographic surveys onboard DPA's survey vessel M.L. Nirikshak throughout the contract period of two years.

The hydrographic surveyor shall be posted by the agency throughout the contract period of two years and shall possess minimum qualifications and experience as under:

(i) Degree in Civil Engineering branch with 3 years' relevant experience in Hydrographic Survey works.

OR

(ii) Diploma in Civil Engineering branch with 5 years' relevant experience in Hydrographic Survey works.

OR

(iii) Surveying Recorder 1st class from Indian Navy with relevant experience in experience in Hydrographic Survey operations and training.

The candidate should know swimming and self-confident for saving his life at Sea.

PERIODICITY AND AREAS COVERED UNDER SURVEY

Sl. No.	Survey Area Location	Survey Frequency
1	Navigational Channel	As and when required
2	Approach to Kandla Creek	Once in a Year
3	Bar Area	Twice in a Year(Pre & Post Monsoon)
4	Kandla Creek	Twice in a Year(Pre & Post Monsoon)
5	Phang Creek & Sara Creek	Twice in a Year(Pre & Post Monsoon)
6	Nakti Creek	Once in a Year
7	Tuna Bunder	Once in a Year
8	Dumping Area	Every Three Months
9	Velocity Observations	Yearly(Spring, Average, and Neap tide)
10	Float Observation	Yearly(Spring, Average, and Neap tide)
11	Water, Bed Sample from Bar area, Kandla Creek and Approaches Area.	Once in a Year
12	Cargo Jetties	Twice in a Year
13	Oil Jetties	Twice in a Year
14	Bunder Area	Once in a Year
15	Maintenance Jetty	Once in a Year
16	Channel Buoy Works	As and when required in 24 hrs

51. Site Information

The following are the particulars of tidal levels related to the Chart Datum at Kandla Tidal Station.

Highest High Water (HHW) : (+) 9.5m on Dt:09.06.1998
Mean High Water Springs(MHWS): (+) 6.6m
Mean High Water Neaps(MHWN) : (+) 5.7m
Mean Sea Level : (+) 3.884m
Mean Low Water Neaps(MLWN) : (+) 1.81m
Mean Low Water Springs(MLWS) : (+) 0.78m
Lowest Low Water (LLW) : (-) 0.9m

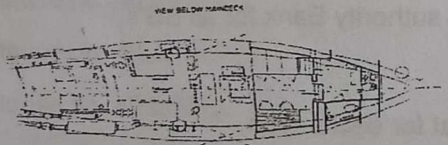
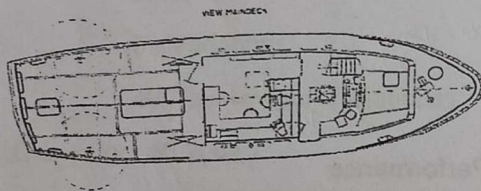
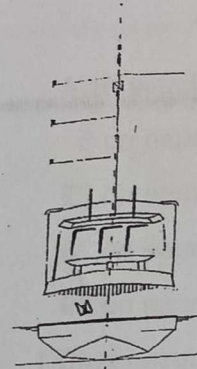
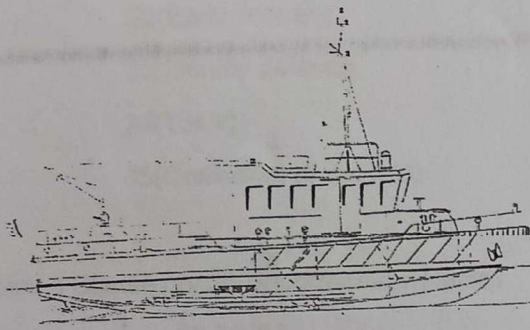
The actual water level at the site may be slightly different from the figures given above. The Contractor shall not be entitled to any extra payment, should the levels indicated above proves, during the execution of the works, to be either too high or too low or for delay or damage due to especially high tides or floods.

**DY. HYDRAULIC ENGINEER
DEENDAYAL PORT AUTHORITY**

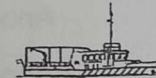
SECTION 5

DRAWING

DRAWING



MAIN DIMENSIONS	
LENGTH O.A.	16.20 M
LENGTH C.W.	15.23 M
LENGTH B.M.	14.82 M
BREADTH MLD.	4.60 M
DEPTH	2.35 M
DRAFT MAX.	1.60 M
PROPULSION	2X190 HP
FUEL CAPACITY	ABT 5000L
POTABLE WATER CAPACITY	ABT 500 L



GENERAL ARRANGEMENT PLAN NIRIKSHAK



NO.	NAME	DATE
1	DESIGNED BY	
2	CHECKED BY	
3	APPROVED BY	

SECTION 6

Tendering Forms

Part – I

To be submitted by Bidders with their Bids

Format No	NAME OF FORMS/FORMAT
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

Description	Year	Turn Over
(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

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

	2023-24		
	2024-25		

Attachments:

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

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

Other parties	Port	Cause of dispute	Amount	Remarks involved

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]

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)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized 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 showing present status involved

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 Reasons	Deviation with

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. **(H&D-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)

- i. 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.
- ii. 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

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

Section 10 – Other Provisions

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

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

_____ (For & on behalf of the Principal) DEPUTY CONSERVATOR DEENDAYAL PORT AUTHORITY Place : Gandhidham Date : ____ / ____ / 2024 Signature of Witness (Sign, Name & Address) _____ NITIN KENYA FLOTILLA SUPRT.	_____ (For & on behalf of the Bidder/Contractor) (Office Seal) (Name of signatory) Signature of Witness (Sign, Name & Address) 1. _____ 2. _____
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Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per the agreement enclosed 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, Bhubaneshwar – 751 022. Mobile No. 9437002530

Email : amiyaiifs@gmail.com

b. 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

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 01(one) no. survey equipment on charter/rate per day for the period of 02 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 Hydraulic Engineer, 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 survey equipment as described in the specifications within 30 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

Percentage of share

Signature of the tenderer

Date: - _____ Name and Address

Witness to Signature of Tenderer

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

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
(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

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.

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.				
7.				
8.				

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)

(Not Applicable)

(Form-14)

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

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 Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.

6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

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")*.

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 is 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 true fulfilment of all the conditions of the contract.

- a) 5% of Rs.__paid in the form of Bank Guarantee/FDR/Insurance Surety Bonds 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 Employer/ Board

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Signed & Sealed on the behalf of Board of Authority Deendayal Port Authority

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

*[The bank, as requested by **the successful Tenderer**, shall fill in this form in accordance with the 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 Security Deposit 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.

1. 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.)

2. 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.

3. 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) 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.

4. 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.

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

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

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

8. *Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees __only);
- (b) this Bank Guarantee shall be valid upto __; and
- (c) we are liable to pay the guarantee amount or any part

thereof under this Bank Guarantee only and only if you
serve upon us a written claim or demand on or before_(date
of expiry of Guarantee).”

Date_day of_____ 20

For (Name of Bank)

(Name) Signature

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 Hydraulic Engineer,
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 “T h e 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 [days/month/year] whichever is earlier.

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

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

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

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

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

Dated thisday of 20..... at.....

WITNESS

Signed for and on behalf of the
Insurance Company

1.

.....

.....

(Signature)

(Signature)

.....

.....

.....

(Name)

(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.

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

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

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.

Section-7

Schedule-B

Name of Work: Hiring of Hydrographic Survey Equipment, one Technician & one Hydrographic Surveyor for survey vessel M.L. Nirikshak of Deendayal Port Authority for a period of two years”

SCHEDULE OF PRICE

Sr. No.	Description	Qty.	Unit	Rate in INR	Amount in INR
1.	Hiring of hydrographic survey equipment's (as mentioned in scope of work) for DPA survey vessel M.L. Nirikshak for a period of two years which includes supply, installation of survey equipment and put in the commissioning / works operations for hydrographic survey pertaining within Deendayal Port limits. (1) DGPS of Trimble DGPS SPS855/852, Hemisphere or equivalent from a reputed manufacturer to display accurate geographic locations with sub meter accuracy. DGPS with all cables (including GPS Receiver Antenna, transmitter Antenna, Data Link, Data Link Power supply, RTK Antenna etc. (Complete DGPS with RTK operation system) - One Set. (2) MK-III Echo sounder with digital display unit along with compatible transducer from OEM - One Set. (3) Heave Compensator - One set (4) Latest Hypack Survey Software and dongle with online and offline-two set of computers with chart processing applications. (5) current meter of valeport or equivalent make-one unit. (6) Sound Velocity probe/profiler of Valeport or equivalent make- One unit. (7) Survey Technician - One	300	days		

	(8) Hydrographic Surveyor- One				
--	--------------------------------	--	--	--	--

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 shall be on port account; the bidder may quote the price accordingly.

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, failing which their bid will be reject

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.**

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1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' in the context of these guidelines is termed as 'Agency.'
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other;

- b) If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
- c) If management is common;
- d) If one owns or controls the other in any manner;
- e) If the agencies have same authorized signatory (ies)
- f) If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

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

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

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

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

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

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; **Ω**
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;

- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

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

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

7. Banning of Business Dealings.

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

on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority.

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

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

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

- their report to Head of Department of DPA to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
- iii) The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action, it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
 - iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.
 - v) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

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

- 8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents alongwith the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority

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

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

- 11.1 The Board shall upload/update the list of banned agencies alongwith the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.
- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.
- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.
- 11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

12. Saving

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

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