

## दीनदयाल पत्तन प्राधिकरण

### DEENDAYAL PORT AUTHORITY

Off-Shore Oil Terminal Department- Vadinar



Tender Notice No. Civil Engineering/5611/kalavadboyshostel/2025  
Online Tender for the work of

**“CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad  
Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar”**

AUTHORITY OFFICE

Superintending Engineer [Civil],  
Off-Shore Oil Terminal  
Department, AO Building,  
Deendayal Port Authority,  
Vadinar – 361010, Gujarat State. Phone:  
+91 – 9879514129

Email: [se.oot@deendayalport.gov.in](mailto:se.oot@deendayalport.gov.in) kptootcivilame@gmail.com

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**Name of work: - “CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar”**

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**DEENDAYAL PORT AUTHORITY**

**COMPETITIVE BIDDING**

**NIT NO:** Civil Engineering/5611/kalavadboyshostel/2025

Offshore Oil Terminal Department, DPA, Vadinar invites tender through Online E-tendering system for the work of “CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar”.

**PERIOD OF DOWNLOADING OF BID DOCUMENTS**

FROM : 17/03/ 2026

TO : 09/04/ 2026 upto 15:00 Hrs.

TIME AND DATE OF OPENING OF BIDS: 15:15 Hrs. On 09/04/ 2026

PLACE OF OPENING OF BIDS : CHAMBER OF SUPERINTENDING ENGINEER ( C ),  
CIVIL. DIVISION, A.O. BUILDING, VADINAR –DEVBHOO MI DWARKA(GUJARAT)

OFFICER INVITING BIDS : SUPERINTENDING ENGINEER (C),  
DEENDAYAL PORT AUTHORITY

## DEENDAYAL PORT AUTHORITY

## NOTICE INVITING TENDER

Tender No- Civil Engineering/5611/kalavadboyshostel/2025

## ONLINE TENDERING (E- Tendering)

NAME OF WORK: “CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar”

E-Tender are invited by Superintending Engineer (C) for the above work as per the details given in the table below.

| Work Description                                                                                                                                                         | Tender Fee (In Rs.)                                                                                                                                       | Estimated cost (In Rs.) | EMD (In Rs.)                                                                                                                                                                                                                    | Date of Pre-Bid Meeting | Last Date and time of online Submission of bid documents | Date and time of online opening |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------|---------------------------------|
| CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar” | Rs. 1000.00 (+) 18% GST = Rs 1180.00<br><br>Payment towards Tender fee shall be submitted through digital mode/ online transaction in the Account of port | Rs.61,96,411.00         | Rs.123929.00<br>Payment Towards EMD shall be Submitted Through digital mode/ online transaction in the Account of port <b>Or in form of Insurance surety bond.as per format and condition in Form – 23A in Tender Document.</b> | NA                      | Up to 15:00 on 09/04/2026                                | 15.15 hours on 09/4/2026        |

Detailed tender notice along with complete tender documents can be downloaded from e-tender website <https://tender.nprocure.com> from 17/3/26 to 9/4/2026 @ 14:30 Hrs. Tender Notice is also available on <http://www.deendayalport.gov.in>. Technical Bid will be opened on 9/4/2026@ 15:15 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact Superintending Engineer (Civil), Ground Floor A.O. Building, OOT , Vadinar-361010, Devbhumi Dwarka District, Gujarat, Telephone: (O) **02836- 223912** during working hours before the last date and time of downloading of tender documents.

SUPERINTENDING ENGINEER (C)  
Deendayal Port Authority

**DEENDAYAL PORT AUTHORITY**

**ONLINE TENDERING (E-Tendering)**

Details about tender:

|                                       |                                                                                                                                                                                         |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Name                       | OOT Vadinar Department                                                                                                                                                                  |
| Circle/ Division                      | Civil Division, A.O. Building,<br>Vadinar (Devbhoomi Dwarka)-361010.                                                                                                                    |
| Tender Notice No.                     | Civil Engineering/5611/kalavadboyshostel/2025                                                                                                                                           |
| Name of Work                          | <u>CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education &amp; Cheritable Trust in Kalavad, Jamnagar</u><br>. |
| <b>Estimated Contract Value (INR)</b> | <b>Rs. 61,96,411.00</b>                                                                                                                                                                 |
| Period of Completion (in Months)      | <b>11 Months</b>                                                                                                                                                                        |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bidding Type             | Open                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Tender Currency Type     | Single                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Tender Currency Settings | Indian Rupee (INR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Qualifying Criteria :    | <p>1. Average annual financial turnover during the last three ending 31st March of the previous financial years, should be at least Rs. <b>18.59</b> Lakh. (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as nonresponsive).</p> <p>2. Experience of having successfully completed or substantially completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than Rs. <b>24.79</b> lakhs (excluding GST).</p> <p>(ii) Two similar completed works each costing not less than Rs. <b>30.99</b> lakhs (excluding GST).</p> <p>(iii) One similar completed work costing not less than Rs. <b>49.59</b> lakhs (excluding GST).</p> <p>3. <b>"Similar Work" Construction work of Government Institutional/Residential/Commercial RCC framed structure building with external development works, Electrical, Water supply etc .</b></p> <p>4. Work experience in Private Organization: If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria (work experience), the following documents must be enclosed with the BID for consideration:</p> <ul style="list-style-type: none"> <li>• <b>TDS Certificates:</b> The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.</li> <li>• <b>CA Certificate:</b> The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN/membership number.</li> </ul> |

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

5. Subcontractor Work Experience:

"If the similar work is executed as sub-contractor, the work experience shall be considered for pre-qualification only, if same is carried out in Govt./ Semi Govt./ Public Sector Undertakings/ Autonomous Body working under Govt. of India/ Public Limited company (listed on National Stock Exchange or Bombay Stock Exchange) subject to submission of sub-contract permission issued by the respective authority i.e. principle employer prior to execution of the work.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority i.e. principle employer along with completion Certificate / Form 3A authenticated by concern respective authority i.e. principle employer.

If the sub contract permission, completion certificate/ form 3A uploaded by bidder is not authenticated by issuing authority the bid shall be considered as non-responsive and if same is declared forged or mis-match any content from original certificate or informed by concern authority that they have not issued said certificate/ form 3A, the bidder shall be debarred for participating in new tenders of civil engineering department for period of two years. The decision taken by DPA shall be final".

Joint Venture

Not Allowed

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rebate                                 | Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bid Document Fee :                     | <b>Rs 1000.00 + 18% GST = Rs. 1180.00 (Including GST) (Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Bid Document Fee Payable To:           | <b>Digital mode of Payment at Bank of India Vadinar Branch<br/>Beneficiary : Deendayal Port Authority<br/>Account No. 325310100002572<br/>IFSC code. BKID0003253</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Bid Security/ EMD (INR) :              | <b>Rs. 1 , 2 3 ,929.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bid Security/ EMD (INR) In Favour Of : | <b>Deendayal Port Authority, Gandhidham<br/>Digital mode of Payment at Bank of India Vadinar Branch<br/>Beneficiary: Deendayal Port Authority<br/>Account No. 325310100002572<br/>IFSC code. BKID0003253</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Bid Document Downloading Start Date    | 17/03/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bid Document Downloading End Date      | 09/04/2026 up to 14:30 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Last Date & Time for Receipt of Bids   | 09/04/2026 upto 15:00 Hrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Bid Validity Period                    | <b>120 days</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Condition                              | <p>The bid/tender not accompanied by Tender Fee, and EMD with UTR/Transaction Number in Technical Bid shall not be considered responsive and their price bid will not be opened.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issues by any agencies/organization under the Ministry of Micro, Small &amp; Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD UTR Number. Such bidder shall upload the scanned copy of valid certificate in technical bid stage”</p> |

NIC codes regarding related activity are mentioned below:

| Level           | Description                                                                              |
|-----------------|------------------------------------------------------------------------------------------|
| Division 41     | Construction of buildings                                                                |
| Group 410       | Construction of buildings                                                                |
| Class 4100      | Construction of buildings                                                                |
| Sub-Class 41001 | Construction of buildings carried out on own-account basis or on a fee or contract basis |

Such bidder shall upload in Technical bid a scanned copy of valid certificate as well as duly filled and signed “**Bid Securing Declaration Form**” as per format provided in the tender document failing which the bid shall be considered non-responsive.

#### Remarks

#### Bid Opening

#### Integrity Pact Agreement:

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

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

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

The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD, Tender Fee with respective UTR Number are received. Accordingly, offer of only those shall be opened whose EMD, Tender Fee, are received electronically. Bidder shall send hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Superintending Engineer (Civil.), Civil Division,

A.O. BUILDING , VADINAR , DEVBHOOMI DWARKA-361010, within 7 days from the last date of opening.

Technical Bid shall be opened on 09/42026 Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.

Documents required to be submitted by scanning through online

- Documents in support of fulfilling qualifying criteria as indicated above
- EMD in form of online Digital mode of Payment.
- Tender Fee form of online Digital mode of Payment
- Integrity Pact Agreement dually signed with witness
- As indicated in Clause 4 of Section 1 - Instructions to bidder

Officer- Inviting Bids: Superintending Engineer (Civil), Civil Division, A.O. Building, Vadi nar (Devbhoomi Dwarka)-361010.

Bid Opening Authority : Superintending Engineer (Civil)

Address: Civil Division, A.O. Building, Vadi nar (Devbhoomi Dwarka)-361010.

**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 Infotower, 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](mailto:nprocure@gnvfc.net)  
TOLL FREE NUMBER : 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

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

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

non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

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

- (I) Upload scanned copy of Duly Signed Integrity Pact Agreement by the bidder and Witness in Technical-Bid.
- (II) The Proof of online transfer of funds to be submitted in Technical-Bid stage towards cost of tender fees/EMD.

Bid Document.

- (i) Certificates of Work Experience of successfully completed works issued by the client.
- (ii) Certificate of Financial Turnover from CA.
- (iii) Any Other Document as specified in the NIT.
- (iv) Affidavit as per provisions of NIT
- (v) Certificate of Registration for GST and acknowledgement of up to date filed return if required.

**SECTION -1**

**INSTRUCTIONS TO BIDDERS**

## **GENERAL**

### 1. Scope of Bid

- 1.1 The Superintending Engineer (Civil), DEENDAYAL PORT AUTHORITY, invites bids by E-Tendering for construction of work "CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar" detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the work by the intended completion date specified in the contract data.

### 2. Source of Funds

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

### 3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in Clause No.4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate, if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfilment of minimum qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

### 4. Eligibility Criteria:

- 4.1 Average annual financial turnover during the last three ending 31st March of the previous financial years, should be at least Rs. 18.59 Lacs. (The financial turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature, and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as nonresponsive).
- 4.2 Deleted
- 4.3 Experience of having successfully completed or substantially completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
  - i. Three similar completed works each costing not less than Rs. 24.79 lacs (excluding GST).

- ii. Two similar completed works each costing not less than Rs. 30.99 lacs (excluding GST).
- iii. One similar completed work costing not less than Rs. 49.58 lacs (excluding GST).

4.4 "Similar Work" means "Construction work of Government Institutional/Residential/Commercial RCC framed structure building with external development works, Electrical, Water supply etc. "

4.4.1 Deleted.

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

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

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

#### 4.4.3 Subcontractor Work Experience:

"If the similar work is executed as sub-contractor, the work experience shall be considered for pre-qualification only, if same is carried out in Govt./ Semi Govt./ Public Sector Undertakings/ Autonomous Body working under Govt. of India/ Public Limited company (listed on National Stock Exchange or Bombay Stock Exchange) subject to submission of sub-contract permission issued by the respective authority i.e. principle employer prior to execution of the work.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority i.e. principle employer along with completion Certificate / Form 3A authenticated by concern respective authority i.e. principle employer.

If the sub contract permission, completion certificate/ form 3A uploaded by bidder is not authenticated by issuing authority the bid shall be considered as non-responsive and if same is declared forged or mis-match any content from original certificate or informed by concern authority that they have not issued said certificate/ form 3A, the bidder shall be debarred for participating in new tenders of civil engineering department for period of two years. The decision taken by DPA shall be final".

4.4.4 In case of Micro and Small Enterprise (MSEs) holding valid certificate issues by any agencies/organization under The Ministry of Micro, Small & Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD UTR Number. Such bidder shall upload the scanned copy of valid certificate in **Technical bid**.

NIC codes regarding related activity are mentioned below:

| Level           | Description                                                                              |
|-----------------|------------------------------------------------------------------------------------------|
| Division 41     | Construction of buildings                                                                |
| Group 410       | Construction of buildings                                                                |
| Class 4100      | Construction of buildings                                                                |
| Sub-Class 41001 | Construction of buildings carried out on own-account basis or on a fee or contract basis |

Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed “Bid securing Declaration” as per format provided in the tender document (Sec-IV) failing which the bid shall be considered non-responsive.

4.5 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of construction work performed for each of the seven years.
- c. Experience in works of a similar nature and size for each of the last Five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- e. Authority to seek references from the Bidder's bankers.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD (submit scanned copy preliminary bid stage).
- h. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- i. If GST reimbursement is required, the bidder has to submit letter duly scanned indicating that his rates are exclusive of GST.
- j. Integrity Pact.

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

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.,
5. One Bid per Bidder  
Each bidder shall submit only one bid. A bidder who submits more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposal with the Bidder's participation to be disqualified.
  6. Cost of Bidding  
The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
  7. Site Visit  
The Bidder, at his own responsibility and risk is encouraged to visit and examines the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidders' own expense.
- B. BIDDING DOCUMENTS
8. Content of Bidding Documents
    - 8.1 The set of bidding documents comprises the documents listed as below:

**Invitation of Bids (NIT)**

|           |                                            |
|-----------|--------------------------------------------|
| DC 1      | Bid reference                              |
| NIT       | Invitation to Bidders                      |
| SECTION 1 | Instructions to Bidders                    |
| SECTION 2 | Forms of Bid, Qualification Information    |
| SECTION 3 | Special Conditions                         |
| SECTION 4 | Form of Security                           |
| SECTION 5 | Bills of Quantities                        |
| SECTION 6 | Schedule-B                                 |
| SECTION 7 | Drawing                                    |
| SECTION 8 | Special condition for work                 |
| SECTION 9 | Guidelines on banning of business dealings |

- 8.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process.
  - 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to Clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.
9. Language of Bid
    - 9.1 All documents relating to the bid shall be in English language.
  10. Documents comprising Bid
    - 10.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid :

- (i) Bid Security declaration
- (ii) Qualification information form and document (pursuant to Clause 4 hereof) and any of the material required to be furnished and submitted by the bidder in accordance with these instructions.

B) Financial Bid :

- (i) Bill of Quantities duly filled and digitally signed by bidder

11. Bid Prices

- (i) Contractors Bid duly filled and digitally signed by bidder.
- (ii) Priced bill of quantity duly filled and digitally signed by bidder

11.2 All duties, taxes, and other levies payable by the contractor except GST under the contract, or for any other cause shall be included in the rates, prices total Bid price submitted by the bidder.

11.3 The rates quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, except GST.

12. Currencies of Bid and Payment

12.1 The bidder shall fill in rates and prices for all items of the works described in the bill of quantities. Items for which no rate or price is entered by the bidder will not be paid by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities

13. Bid Validity

13.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

14. Bid Security (Earnest Money Deposit-EMD)

- A. Earnest money Deposit (EMD) shall be **Rs. 1,23,926.00/-** to be submitted in form of Digital mode of payment in following Account.

|                          |   |                                 |
|--------------------------|---|---------------------------------|
| <b>Beneficiary name</b>  | : | <b>Deendayal Port Authority</b> |
| <b>Account No.</b>       | : | <b>325310100002572</b>          |
| <b>IFSC code.</b>        | : | <b>BKID0003253</b>              |
| <b>Bank &amp; Branch</b> | : | <b>Bank of India, Vadinar</b>   |

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

- B. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 will be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- C. EMD will be refunded suo-motto without any application from the bidders.
- D. The Bid Security of the successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Security 5%.
- E. The Bid Security may be forfeited, if
  - (a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity,
  - (b) The Bidder does not accept the correction of the Bid Price, pursuant to any arithmetic errors, or
  - (c) The successful Bidder fails within the specified time limit to
    - (i) Sign the Agreement
    - (ii) Furnish the required Performance Security.

#### 15. Alternative Proposals by Bidders

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

#### 16. Format and Signing of Bid

- 16.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

16.2 The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.

#### C. SUBMISSION OF BIDS

- 17. 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@gnfc.net](mailto:nprocure@gnfc.net) Mobile: 9327084190 / 9898589652.

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

The envelopes shall  
(a) be addressed to:

The Superintending Engineer  
 ((Civil), Deendayal Port  
 AUTHORITY,  
 A.O. Building, Civil  
 Division, Vadinar  
 Devbhoomi Dwarka-361010.  
 Gujarat-State.

(b) bear the following identification:

Accompaniments for “CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar”.

Bid reference No. OOT/Civil

Name and address of the bidder.

#### 18. Deadline of Submission of the Bids

1. Technical Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than 16:00 hrs. on / /2026 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

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

3. At the time of submission of the tender document, the tenderer shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the conditions mentioned in the Port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

#### 19. Late Bids

After the deadline prescribed in Clause 18 the bids cannot be submitted in the On-Line System.

#### 20. Modification and Withdrawal of Bids

1. Bidders may modify or withdraw their bids before the deadline prescribed in Clause 18.

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

3. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 13.1 above or as extended pursuant to Clause 13.2 may result in the forfeiture of the Bid security pursuant to Clause 14 (E).

## E. BID OPENING AND EVALUATION

### 21. Bid Opening

1. On the due date and appointed time as specified in Clause 18, the Employer will first open Technical bids of all bids received including modifications made pursuant to Clause 20. In the event of the specified date for Bid opening being declared a holiday by the Employer, the Bids will be opened at the appointed time on the next working day.

2. If any Bid contains any deviation from the Bids documents and / or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly. All valid Financial Bids whose technical bids have been determined to be substantially responsive in accordance with Clause 23 hereof, shall be opened on the specified date from declaring the results of the Technical Bid.

### 22. Clarification of Bids

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

22.2 Subject to Sub-Clause 22.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.

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

### 23. Examination of Bids and Determination of Responsiveness

1. Prior to detailed evaluation of Bids, the Employer will determine whether each Bid(a) has been properly digitally signed (b) meets the eligibility criteria defined in Clause 4 (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

2. A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

24. Evaluation and Comparison of Bids
1. The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 23.
  2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting discounts or other price modification offered in accordance with Sub Clause 20.
  3. If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

F. **AWARD OF CONTRACT**

25. Award Criteria

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

26. Employer's Right to accept any Bid and to reject any or all.

Notwithstanding Clause 25, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Employer's action.

27. Notification of Award and Signing of Agreement.

1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "**Letter of Acceptance**") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
2. The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of Clause 28.
3. The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt of L.O.A., the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

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

## 28. Security deposit/ Retention Money

28.1 Security Deposit / Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or Digital transfer or in form of Insurance surety bond. a s p e r f o r m a t a n d c o n d i t i o n s i n F o r m 8 A within (21 days in case of domestics bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period and NOC from Geology and Mining Department, Jamnagar/Khabhaliya.

28.2 Security Deposit/ Retention Money In addition to Performance Security (usually five percent), Contracts for works usually provide for a percentage (usually five percent) of each running bill (periodic/ interim payment to be withheld as Security Deposit/ retention money until final acceptance. The earnest money instead of being released may form part of the security deposit.

The contractor may, at his option replace the retention amount with an unconditional BG from a bank acceptable to DPA at the following stages.

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

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

28.4 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.

**28.5 The performance security submitted in form Bank Guarantee or Insurance surety bond should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.**

## 29. Code of integrity for Public Procurement

29.1 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 during execution of resultant contracts

- (a) Defines, for the purpose of these provisions, the terms set forth below as follows:
  - (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 information for participation in a tender process or to secure a contract or in execution of the contract ; means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - (iii) **“ Anti-competitive practice ”** : any collusion , bid rigging or anti-competitive arrangement , or any other practice coming under the purview of The Competitive Act , 2002 , between two or more bidders, with or without the knowledge of the procuring entity , that may impair the transparency fairness and the progress of the procurement process or to establish bid prices at artificial , non-competitive levels;
  - (iv) **“ Coercive practice ”** : harming or threatening to harm , persons or their property to influence their participation in the procurement process or affect the execution of a contract ;
  - (v) **“ Conflict of interest ”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked ; or if they are part of more than one bid in the procurement ; or if the bidding firm or their personnel have relationships or financial or business transactions with any official or procuring entity who are directly or indirectly related to tender or execution process of contract ; or in proper 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 by concealing of evidence material to the investigation ; or by making false statements to investigators and / or by threatening , harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation ; or by impeding the procuring entity’s rights of audit or access to information;

- (b) Will reject a proposal for award of work if he determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts, if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
- (d) Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

## **SECTION 2**

### **FORMS OF BID, QUALIFICATION INFORMATION**

#### **TABLE OF FORMS**

- 1. SPECIMEN FOR FORM OF BID**
- 2. PRE-QUALIFICATION OF BIDDERS**
- 3. SPECIMEN CONTRACT AGREEMENT**
- 4. PROCEDURE FOR SIGNING INTEGRITY PACT**
- 5. LETTER OF ACCEPTANCE**
- 6. ISSUE OF NOTICE TO PROCEED WITH THE WORKS**
- 7. CONTRACTOR'S BID**
- 8. INSURANCE SURETY BOND**

**1. SPECIMEN FOR FORM OF BID**  
**(To be executed on bidder's letter head)**

Date of Tender Submission ..... Tender No. OOT/Civil

Name of work: -.....

To  
 The Superintending Engineer (Civil)  
 DEENDAYAL PORT AUTHORITY  
 A.O. Building, Ground floor  
 Vadinar – Pin 361010. Dist- Devbhoomi  
 Dwarka (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing No. -TD/2025.
- (c) our tender shall be valid for the period of 120 days , from the date fixed for the tender submission deadline in accordance with **[ITB Clause 18]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **[ITB Clause 18]**;
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture.
- (f) Our firm, its affiliates or subsidiaries including any subcontractors or contractors for any part of the contract has not been declared ineligible by the port, under laws of India or official regulations in accordance with **[ITB Sub-Clause no.3.4]**
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed in accordance with **[ITB Sub-Clause 27]** and as per specimen from the purpose;
  - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

- II. We also make a specific note clauses of [ITB,NIT] under which the contract is governed.

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

## 2. PRE-QUALIFICATION OF BIDDERS

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

### 1. Only for individual bidders:

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

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

### 2. Turnover of the firm

| YEAR    | TURN OVER(in Rs.) |
|---------|-------------------|
| 2023-24 |                   |
| 2024-25 |                   |
| 2025-26 |                   |
| Average |                   |

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

### 3. Similar works

| Particulars                                                                                                                                       | Year    | No. of works | Value |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------|-------|
| Total value of completed similar work as defined in the tender document during last 7 years ending in month previous to one in which Bid invited. | 2019-20 |              |       |
|                                                                                                                                                   | 2020-21 |              |       |
|                                                                                                                                                   | 2021-22 |              |       |
|                                                                                                                                                   | 2022-23 |              |       |
|                                                                                                                                                   | 2023-24 |              |       |
|                                                                                                                                                   | 2024-25 |              |       |
|                                                                                                                                                   | 2025-26 |              |       |

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 party(ies) | Port/Dept. | Cause of dispute | amount | Remarks involved showing present status |
|------------------|------------|------------------|--------|-----------------------------------------|
|                  |            |                  |        |                                         |

5. 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]

### 3. SPECIMEN CONTRACT AGREEMENT

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

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

THIS CONTRACT AGREEMENT is made

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

#### **AGREEMENT**

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

between

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

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

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

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

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

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. The following documents shall be constitute the contract between the employer/board and the Contractor, and each shall be read and construed as an integral part of the contract relating to the said work, viz.
  - (a) This contract Agreement:
  - (b) Special conditions of Contract:
  - (c) General conditions of Contract:
  - (d) Technical requirements (including schedule of requirements and technical specifications, drawings):
  - (e) Notice inviting tender:
  - (f) Replies issued to the pre-bid queries, addenda if any issued[Numbers and Date]:
  - (g) The Contractor's bid and original price and delivery schedules:
  - (h) The employer/board's notification of award:[ insert Letter of Acceptance No.& Date]
  - (i) Correspondence the employer/board has exchanged with the bidder till and after award of contract vide:[insert W.O.No.&Date].

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

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

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

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

(insert Contractor's Name and address)

**For behalf of the contractor:**

WITNESS:(Name,Signature,address)

1. -----

2. -----

Signed, Sealed and delivered by

Chief Engineer on Behalf of the Board in

Presence of :

Chief Operational Manager  
Deendayal Port Authority

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

WITNESS:(Name,Signature,address)

1. -----

2. -----

The Common seal of the Board of Deendayal Port Authority

Affixed in the presence of:

Secretary  
Deendayal Port Authority

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

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

**5. LETTER OF ACCEPTANCE**  
**(On letterhead paper of the port)**

(date)

TO:

(Name and address of the contractor)

Dear Sirs,

Tender no. OOT/Civil

Sub: CSR Proposal for Construction of Education Building of Boys Hostel managed by

Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad,

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

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

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

Please acknowledge receipt.

Yours faithfully

Authorized signature

**6. ISSUE OF NOTICE TO PROCEED WITH THE WORKS**  
(Letter head of the Port)

\_\_\_\_\_ dated

To  
(Name and address of the contractors)

Dear Sirs,

Sub: CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar.

Tender no.

Ref.: Letter of acceptance no. \_\_\_\_\_ dated: \_\_\_\_\_

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

Yours faithfully,

(signature, name and title of  
Signatory authorized to sign on  
Behalf of employer/board)

## 7. CONTRACTOR'S BID

**Description of the works:** "CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad."

### BID

TO

Address ----- (The employer)

GENTLEMEN,

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

\_\_\_\_\_ (in letters)

The advance payment required / not required as per rule

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

(OR)

We do not accept the appointment of \_\_\_\_\_ as the

(Not Applicable please)

Conciliator and propose instead that \_\_\_\_\_ be appointed as

Conciliator whose daily fees and biographical data are attached.

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

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

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

Yours faithfully,

Authorized Signature:

Name & title of signatory

Name of Bidder

Address

### Notes:

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

## SECTION 3

### CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS

#### SPECIAL CONDITIONS AND SPECIFICATIONS

**Name of Work: -** CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar.

1. The provision in special condition and specification which form a part of contract have precedence over those specified in General Condition and content in case of diversity if any.
2. Work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer-in-charge and as per directions issued from time to time.
3. Rates quoted by the contractor shall be inclusive of all taxes (Except GST), duties, levies imposed by Central/State Govt. from time to time and no claim what-so-ever in this regard shall be entertained.
4. The contractor is expected to have full knowledge of work, work site and nature and magnitude of work and no claim what so ever shall be entertained in this regard.
5. The tender containing conditions for lowering or raising the rates quoted shall be liable for rejection.
6. Income Tax Deduction at prevailing rates and surcharge as applicable on Income Tax shall be made as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.
7. The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the activities and work going on in the area adjoining thereof. Any damages shall be repaired by him at his own cost. If he does not repair the damages in reasonable time period, the same will be repaired by Deendayal Port Authority at the sole risk and cost of contractor and amount will be recovered from the bill due.
8. The Engineer-in-charge will be entitled to deduct or adjust any sums of money payable by the contractor executed by him or on his behalf from present contract.
9. All the tools, tackles, plants (in good condition) etc. are required to be brought by the contractor for carrying out the work to the complete satisfaction of Engineer-in-charge without any extra cost.
10. The tender shall remain open for a period of 120 days from the date of opening of Preliminary Bid.
11. Deleted.
12. Tender with inscription in Schedule-B or other enclosures will not be considered.

13. All the labour acts, rules and regulations enforce from time to time are to be followed by the contractor.
14. The value of stamps to be affixed on agreement shall be of appropriate value prescribed for bond as per latest provision of law enforce on the date of execution, however, if the contractor furnishes G.P.F. Notes, approval guarantee in respect of or part of security deposit the stamp duty chargeable for the amount shall be prescribed for agreement payable in accordance with the latest provisions of law enforce on the date of execution of the contract. All the cost of stamp duty shall be borne by the contractor.
15. The contractor shall maintain a site order book at the site of work and all orders, instructions issued to him from time to time by Engineer-in-charge or his sub-ordinates will be recorded in the site order book. The contractor shall promptly sign each entry in token of having received such orders and instructions and shall be complied with the requirements promptly. The site order book shall be property of the department and shall be handed over to the Engineer-in-charge in good condition on the completion of the work or whenever demanded by the Engineer-in-charge.
16. The rates quoted shall remain firm during the contract period of **11 (Eleven) months**. Increase in rates on account of increase in the prices of fuel, hire charges, labour charges, taxes, other charges, etc. or in any other account shall not be allowed.
17. All the precautions regarding safety of workmen shall have to be taken by the contractor at his own cost, and the instructions of Engineer-in-charge in this respect shall have to be followed strictly.
18. The contractor shall in accordance with requirements of Engineer-in-charge, afford all reasonable facilities to any other contractor employed by DEENDAYAL PORT AUTHORITY Board and their workmen for work not included in this contract, which the board may enter into at any time. No disputes on this account shall be entertained.
19. The tender documents submitted by the contractor and correspondence exchanged between him and DEENDAYAL PORT AUTHORITY authorities prior to acceptance of the tender and thereafter shall form a part of agreement even though agreement duly signed is not executed.
20. The tender is liable to be cancelled in case the tenderer himself or any of his employee is found to be an Engineer of gazette rank or a Government officer employed in an Engineering Department of Government of India or Port Authority within two years of his retirement and does not possess the permission from Government of India for working as a contractor or his employee.
21. The tenderers are not expected to make any post-tender modifications. Hence the tenderers should not make any correspondence regarding the tenders after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.
22. The contractor shall produce "Permanent Account Number" (PAN) issued by Income Tax Department along with the bids.

23. The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
24. The bidder shall disclose any payment made or proposed to be made to any intermediation (agents etc. in connection with the bid)
25. The contractor shall have to make good all damages done by him to the nearby structures while executing the work and no extra payment shall be made to him on that account.
26. For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
27. The notes and data's furnished in DEENDAYAL PORT AUTHORITY, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids, co efficient of painting etc. of the materials.
28. The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central) Rajkot in case he has to engage 10 or more workers on any day during the execution of work.
29. **Force Majeure** : Conditions beyond control of either parties like war, hostility , acts of public enemy , civil commotion , sabotage , serious loss or damage by fire , explosions , epidemics , strikes , lockouts or acts of God come under the legal concept of Force Majeure ( FM ) . Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages , provided , notice of the happening of any such event in given by the affected party to the other within 30 ( thirty ) days from the date of occurrence . Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continue for a period exceeding 120 days , either party may at its option terminate the contract by giving notice to the other party.
30. While evaluating tender's regards should be paid to National Defense and Security Condition.
31. Payment will be made by RTGS only.
32. 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.
33. The defect liability of period will be 01 years from the date of completion of work.
34. All the materials required for any work shall have to be got approved by Engineer-in-charge before putting them into use or stacking at the site of work.

## 35. Deleted

~~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 Demand Draft/Pay order or Banker's Cheque/Bank Guarantee of any Scheduled Bank towards cost of bid document, and Bid Securing Declaration.~~
- ~~4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.~~
- ~~5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.~~
- ~~6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.~~
- ~~7. Contractor can upload documents in the form of JPG format and PDF format.~~
- ~~8. It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.~~
- ~~9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.~~
- ~~10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.~~
- ~~11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit / Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.~~
- ~~12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).~~
- ~~13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.~~

36. Removal of rejected/sub-standard materials

- (a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.
- (b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable..

37. Deviation in quantities

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement.

Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

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

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

39. Arbitration

- (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 what so ever, 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 the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

- ‘(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 the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the 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 Authority 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/claim 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 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 there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- ‘(xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- ‘(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 the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

#### 40. SPECIAL CONDITION IN RESPECT OF CEMENT

1. The Contractor shall procure 53 grade (conforming to IS 269-1989) OPC cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product.
2. The supply of cement shall be taken in 50 kg bags bearing manufacture’s name, date of manufacturing, batch number and ISI marking. The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-charge. The cement go down of the capacity to store a minimum of 200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. In case of big projects with mass consumption of cement, the same can be brought in Silos.

3. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not confirm to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cement shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.
  4. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by the conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need be made.
  5. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of contractor.
  6. The cement procured by the contractor should not have aged more than 6 weeks.
41. GST Clause: - The contractor shall quote the price exclusive of GST. The contractor shall be paid extra to the contractor after producing GST invoice as per the certified Bill by the department. However, element of GST shall not consider for evaluation of bid.

#### TDS ON GST

TDS provision under Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST act will be deducted @ 2 % (1% CGST and 1% SGST or 2% IGST) from payment / credit give to contractor/professional and other for work order /contract exceeding Rs. 2,50,000/-

"Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR-I so that DEENDAYAL PORT AUTHORITY can avail input tax credit in timely manner. In case DPT 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."

42. Water required for the work will be arrange by contractor own cost.
43. All royalties of materials quarry fees etc. payable by contractor directly to the authorities concerned & rates tendered shall be deemed to be inclusive of all charge before claiming refund of security deposit the contractor shall produce **No dues certificate from the Geology & Mining Department, Jamnagar.**
44. Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.
45. **Deviation in quantities**  
Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement. Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.
46. **Deriving the Market rates:**  
As per provision of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution deviated quantities, extra or substituted items beyond permissible limits and before

the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer in charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.

Further incase market rates are less than the agreement rates then in such a case Engineer in charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10 % would be added for overheads and profit of the contractor.

**47. Special Condition for Minimum Wages (not Applicable)**

- a) The Contractor should ensure that the rates quoted by the bidder are not less than the prevailing Minimum Rates of Wages per person per day in respect of Area-C as notified by the CLC(C), Ministry of Labour & Employment, New Delhi from time to time.

- b) If a firm quotes rates less than the minimum wages w.r.t Schedule-B, the financial bid shall be treated as unresponsive and will not be considered.
- c) All bids received not complying to above clause will be rejected and will not be considered for further evaluation.
- d) Deleted

#### **48. SPECIAL CONDITIONS OF CONTRACT**

##### **1. LABOUR**

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

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

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

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

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.
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.
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.

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

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 labor.

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

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.

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.

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.

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.

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.

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.

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 Construction Industry.

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

15. The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
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.
49. Contractor has to disburse the payment directly to the account of persons deployed as per labour laws and has to submit monthly proof thereof.
50. All payment to labour shall be done in ECS mode
51. The Contractor to get the Registration under the Building and Other Construction Workers Act, 1996 (BOCW Act) and submit the copy of Registration Certificate to the Executive Engineer (TD) in the time bound manner.
52. The payment from 2nd bill to the pre final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @ 1% of work done or as amended by Statutory Authority from time to time, paid to concerned Authority is submitted for the previous bill.

**CONTRACTOR**

**SUPERINTENDING ENGINEER (CIVIL)  
DEENDAYAL PORT AUTHORITY**

## **SECTION 4**

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

#### **FORM OF SECURITIES AND OTHER FORMATS**

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

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

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

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

In consideration of the Board of Deendayal Port Authority 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 Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor")

(Name of the contractor/s) Under the terms and conditions of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_  
(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement 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 reasons of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

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

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

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

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

fully paid and its claims satisfied or discharged or till the

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

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

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

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**Annexure**

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

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

DECLARATION BY THE PARTY :-

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

Signature of the Party  
With the seal

|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>SPECIMEN FORMAT FOR DECLARATION</b><br>(To be executed on bidder's letter head) |
|------------------------------------------------------------------------------------|

To

\_\_\_\_\_

(Project Title)

Ref:

\_\_\_\_\_

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

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

Date:

Place:

Name of the Applicant:

\_\_\_\_\_

\_\_\_\_\_

Represented by (Name & Capacity)

\_\_\_\_\_

\_\_\_\_\_

|                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">SPECIMEN LETTER OF AUTHORITY FOR<br/>SUBMISSION OF BID<br/>(To be executed on Rs.300/- non Judicial Stamp Paper)</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|

To

Dear Sir,

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

We confirm that we shall be bound by all and whatsoever our said signatory shall commit. We understand that the communication made with him by the Employer/Board shall be deemed to have been done with us in respect of this Tender.

[Specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

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

**Bid Security Declaration Form**

Date: \_\_\_\_\_ Tender No. OOT/Civil

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 of signing)  
Corporate Seal (where appropriate)

**INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY**

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

**Address:-**

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

**Address:-**

2) Dr. Gopal Dhawan. Ex-CMD, MECL,  
 House No.120, Jal Shakti Vihar  
 (NHPC Society) P4, Builders Area,  
 Greater Noida Gautam Budh Nagar,  
 Uttar Pradesh-201 315  
 Mobile No. 8007771467  
 Email : [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

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

## INTEGRITY PACT

Between

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

and

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

### Preamble

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

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

### Section 1 - Commitments of the Principal

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

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

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

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

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

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

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

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidder
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

### Section 9 - Pact Duration

9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

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

### Section 10 - Other Provisions

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

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium member

(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.



(For & on behalf of the Principal)

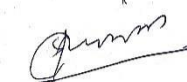
(Office Seal)

Place : Vadinar (SE Civil)

Date : \_\_\_\_/\_\_\_\_/2025

Witness

Sign



AEN (Civil)

Deendayal Port Authority  
(Name & Address)

(For & on behalf of the

Bidder/Contractor)

(Office Seal)

Witness

Sign

(Name & Address)

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

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

2) Dr. Gopal Dhawan. Ex-CMD, MECL,  
House No.120, Jal Shakti Vihar  
(NHPC Society) P4, Builders Area,  
Greater Noida Gautam Budh Nagar,  
Uttar Pradesh-201 315  
Mobile No. 8007771467  
Email : [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

## **FORM – 23 A**

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

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

Insurance Surety Bond No

Date:.....

(Name of Contract)

To: (Name and address of Employer)

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

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

THE CONDITIONS of this obligation are as follows:

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

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

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

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

Name of

For and on behalf of the Insurance Company

---

In the capacity of

---

Common Seal of the Insurance Company with complete address including Tel.

Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance

Company/Signatory

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

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

## **FORM – 8 A**

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

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

Insurance Surety Bond No

Date:.....

(Name of

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

..... With its Registered / Head Office at  
..... (hereinafter referred to as the  
“Contractor”, which expression shall unless or repugnant to the context or meaning thereof, includes 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 upto ..... (+) .....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Callpany a written claim or demand or or before ..... (@) .....

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

**WITNESS**

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

1 .....

..... (Signature)

.....

..... (Name)

.....

(Signature)

.....

(Name)

## Notes:

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

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

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

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

## **SECTION 5**

(Schedule-A)

## **SECTION 6**

BILL OF QUANTITY(Schedule-B)

## **SECTION 7**

Drawing

## **SECTION 8**

SPECIAL CONDITION FOR WORK

**Section – 8: Special Conditions for this particular work**

**8.1** To carry out ““CSR Proposal for Construction of Education Building of Boys Hostel managed by Shri Kalavad Taluka Meghavar Seva Samaj Education & Cheritable Trust in Kalavad, Jamnagar”

**8.2.** The work shall be carried out in accordance with the best standard of workmanship and to the entire satisfaction of the Engineer-in-Charge.

**8.2.1.** The contractor shall study the local working condition at the site of work at Kalavad nagarpalika area governing by rules regulations of Govt. of Gujarat & approval of drawings plan, permission of Building use with paid fees, charges, overhead charges etc.. borne by contractor only with approval obtaining building use permission from nagarpalika and after carry out construction work before quoting the rate & no claim what so ever shall be entertained by Deendayal port Authority.

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

**8.3.** For the purpose of the measurement the method prescribed in standard code of measurement of concern works shall be applicable.

**8.4.** If required, barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by Engineer-in-charge.

**8.5.** The rates and data furnished in Deendayal Port Authority Schedule of Rates in force will be considered for measurement purpose in the case of various materials & lead, lift, weight, allowances for voids, covering capacity etc. for the materials.

**8.6.** All the materials required to be used in the work shall have to be got approved from the Engineer-in-charge before use. Rejected or unwanted materials shall not be stacked at the site of work.

**8.7.** The contractor has to make his own arrangement for the storage of materials at site of work.

**8.8.** The contractor has to dump the excavated stuff at least 2.50 m away from the edge of trenches at the time of excavation of as directed by the Engineer-in- charge.

**8.9.** . Payment of MS fabricated truss, bracing, lacing & Grilled door, Grills etc. will be made in weight basis, weight shall be worked out by cutting length /width multiplied by standard co-efficient of various component used into it. However, actual weight to be done by the contractor in presence of Port's representative and payment will be done for quantity whichever is less from both.

**8.10.** Site order book is to be maintained by the contractor at the site of work. Orders and instructions written in the order book shall be deemed to have been legally issued to the contractor & the contractor shall sign each entry promptly in the order book as a token of having seen the same. The order book shall be the property of the board & shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work of whenever required by the Engineer-in-charge.

- 8.11 All the precaution regarding the safety of workers shall have to be taken by the contractor at his own risk & cost and the instruction of Engineer in charge in this respect shall have to be followed strictly.
- 8.12 If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- 8.13 All the work shall be done strictly in accordance with the specification given in Schedule of rates, terms and conditions & orders given from time to time by Engineer- in-charge
- 8.14 The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability
- 8.15 All safety norms, tools, tackles, safety measure equipment while carrying out any hazardous work as per government rules and may be carried out in the presence of under contractor employed supervision only . The contractor will be held responsible only. There is no need to enter only by standing outside it cannot go inside and claim also.
- 8.16 Contractor shall employee, engaged third party quality monitoring to the work for the purpose of quality proof. The contractor shall extend all necessary assistance; service as may be required without any extra cost. The observation, findings, mistakes etc. pointed out by the third party quality monitoring consultant and conveyed by Engineer in charge shall have to be complied and rectified to the entire satisfaction of Engineer in charge and the decision of engineer in charge with regard to compliance and ratification shall be final and binding to the contractor. The Contractor Shall be Borne Expenditure cost for Hiring of Third party Agency for this work and directed by Engineer In Charge.
- 8.17 Contractor shall borne Statutory Fees, Overhead Expenditure, Duties for Building use permission from kalavad nagarpalia or jada or any Govt. Statutory organization.
- 8.18 Contractor shall strictly consider this aspect & Cost, Expenditure, mentioned as above while quoted of this tender Items.
- 8.19 delited

#### **8.20 SPECIAL CONDITION IN RESPECT OF CEMENT**

- a. The contractor shall procure the cement confirming to relevant Indian Standard of approved brands of reputed manufactures listed at Annexure – license to use ISI certification mark for their product. & as per approval of KPT.
- b. For verification of such purchase all the bills of manufacturer/supplier/dealer will have to be furnished to the Engineer in charge
- c. Supply of cement shall be taken in 50 Kg bags bearing manufacturers name, his registered trade mark, date of `manufacture, batch number and ISI marking.
- d. Every consignment of cement must have identification marks on packages indicating date of manufacture and grade and type of cement. Cement brought to works shall not be more than 6 weeks old from the date of manufacture.
- e. Every delivery of cement shall be accompanied by a manufacturers test certificate confirming that the supplied cement conforms to relevant specifications.
- f. Engineer in charge shall be at his liberty to carry out testing of cement at his discretion from Port laboratory as per IS 269-1989 before use. The contractor shall

make all the necessary arrangements for same all charges towards shall be borne by the contractor only.

- g. Each consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.
- h. Cement brought to site and cement remaining unused shall not be removed from the site without the permission of the Engineer in charge.

#### 8.21 **SPECIAL CONDITION IN RESPECT OF STEEL REINFORCEMENT.**

- a. The contractor shall procure the steel reinforcement confirming relevant Indian standard of various diameters of approved manufacturers listed at Annexure – ‘A’ holding license to use ISI certification for their product from manufacturer/supplier/dealer. In any circumstances, steel reinforcement produced by re-rolling mills shall not be allowed to use in the work.
- b. Every delivery of steel reinforcement shall be accompanied by a manufacturers test certificate confirming that the supplied steel reinforcement conforms to relevant specifications.
- c. For verifications of such purchase all the bills of manufacturer/supplier/dealer will have to be furnished to the Engineer in charge.
- d. The contractor shall have to procure the steel reinforcement of various sizes/diameters as per the working drawings, which shall be supplied only during execution of the work. No claims/disputes arising about details of steel reinforcement so provided shall be entertained. In case, if particular size (s) of steel reinforcement is not available with the approved manufacturers, the contractors shall have to intimate the Engineer in charge in writing along with documentary proof in this regard. Engineer in charge, at his discretion, may allow to use alternate diameter of reinforcement bars provided that no claims/disputes arising out in respect of payment for difference in rate of steel shall be entertained.
- e. Engineer in charge shall at liberty to carry out independent testing of steel reinforcement at his discretion from any of Govt. Approved laboratory as per relevant IS specifications before use. The contractor shall make all the

necessary arrangements for same and all the charges to be borne by the contractor.

- f. The contractor shall procure the steel reinforcement bars of standard length as per relevant I.S
- g. Steel reinforcement which remaining unused shall not be removed from site without the permission of the Engineer in charge.
- h. Payment for steel reinforcement shall be made on the basis of lengths of bars actually placed & measured in the work multiplied by the standard weight per unit length as given in the relevant IS code. The rates shall include for cutting & wastage, straightening, short & long length & weight tolerance as per relevant IS codes & placing in position. Authorized laps, chair/separators, lifting books stiffening ring shall be measured and paid.

#### 8.22. List of Approved Materials/Makes

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

| Sr. No. | Materials               | Approved Make                                                 |
|---------|-------------------------|---------------------------------------------------------------|
| A.      | <b>Civil Works</b>      |                                                               |
| 1.      | Cement                  | Ultratech, Birla, Hathi, Ambuja, Kamal, Sidhi or equivalent   |
| 2.      | Reinforcement Bars      | TATA(TISCO), SAIL, RINL, JINDAL, JSW or equivalent            |
| 3.      | Structural Steel        | TATA(TISCO), SAIL, RINL, JINDAL, JSW or equivalent            |
| 4.      | Admixtures for Concrete | BASF, FOSROC, SUNANDA, CEARA, Redwop, SIKKA or its equivalent |

|    |                                                                                                  |                                                                                                                    |
|----|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 5. | Concrete Penetrating Corrosion Inhibiting Admixture                                              | POLYALK CP-293, PCO KP-200 or equivalent                                                                           |
| 6. | Burnt clay Bricks                                                                                | As per IS 1077 - Brand NBC, N.R. or any brand 1 <sup>st</sup> quality – from Ahmedabad                             |
| 7. | Paint & Primer – for wood, steel, Floor / Concrete / plastered surface interior or exterior wall | Asian, Dulux, Nerolac, Burger, Redwop or equivalent                                                                |
| 8. | Vitrified /Ceramic / glazed - tiles                                                              | Cera sanitary ware ltd., Simpolo, Varmora, Orient Bell, Asian granite India ltd., HSIL ltd., Kajaria or equivalent |
| 9. | Sanitary / Plumbing items with accessories                                                       | Caviar, Cera, Plumber, Jaquar or equivalent                                                                        |
| 10 | CPVC & UPVC Pipe                                                                                 | Astral, Prince, Finolex or equivalent                                                                              |
| 11 | G.I. Pipe                                                                                        | TATA, Jindal or equivalent                                                                                         |
| 12 | Wheel valves & ball valves                                                                       | Zoloto or equivalent                                                                                               |
| 13 | Aluminium Sec. Door / window / Partition                                                         | Jindal or equivalent                                                                                               |
| 14 | Glass – Toughen, Float & Mirror                                                                  | Modi, Saint Gobain India Pvt Ltd. or equivalent                                                                    |
| 15 | Water proofing material                                                                          | Sika, Dr. Fixit, Fosroc, Pidilite, Redwop or equivalent                                                            |

**Note: -**

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

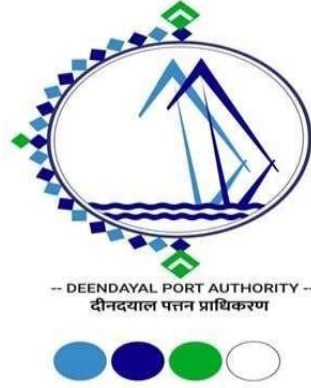
Signature of contractor

Seal

Superintending Engineer(civil)

DPA OOT Vadinar

**SECTION 9**  
**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/<br>Suspension                                                                         | Competent Authority                                                                                                                                     | 1st Appellate<br>Authority                                                                                                 | 2nd Appellate<br>Authority |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Board-wide<br>banning                                                                                  | HoD of the Board                                                                                                                                        | Chairman, DPA                                                                                                              | --                         |
| Banning /<br>Suspension of<br>business dealings<br>with Foreign<br>supplier of imported<br>coal & coke | HoD's Committee                                                                                                                                         | Chairman, DPA                                                                                                              | DPA Board**                |
| Board wide<br>Suspension of<br>business dealings<br>with Agency                                        | Officer nominated by<br>Chairman of Board.<br>For Department headed by<br>HoDs, the respective HoDs<br>will nominate the officer for<br>this purpose.*  | Chairman of the Board.<br>For Departments<br>headed by HoDs, the<br>respective HoDs will be<br>the Appellate<br>Authority. | --                         |
| Board wide Hold on<br>participation of the<br>Agency in Tenders #                                      | Officer nominated by<br>Chairman of Board.<br>For Departments headed by<br>HoDs, the respective HoDs<br>will nominate the officer for<br>this purpose.* | Chairman of the Board.<br>For Departments<br>headed by HoDs, the<br>respective HoDs will<br>be the Appellate<br>Authority. | --                         |

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

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

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

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

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

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

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

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

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

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

Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:

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

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

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

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

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

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

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

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

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

## 7. Banning of Business Dealings.

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

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

- a) For exonerating the Agency if the charges / allegations are not established;
- b) For banning the business dealings with the Agency or

- c) For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.

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

v) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

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

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

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

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

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

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

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

- 11.1 The Board shall upload/update the list of banned agencies alongwith the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.

- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.
- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.
- 11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

## 12. *Saving*

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