

DEENDAYAL PORT AUTHORITY

MARINE DEPARTMENT



TENDER DOCUMENTS FOR

"Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years."

Tender No.: DC-03/2026 Tender Invited by: -

Deputy Conservator,
A.O. Building, 1st Floor,
Deendayal Port Authority,
Gandhidham – Kutch, Gujarat – India
Phone No.: +91-2836-233585, 220235
Mobile No.: + 9 1 9879714341
Email-ID: dyconservator@deendayalport.gov.in,
supdtacmarine@deendayalport.gov.in

DEENDAYAL PORT AUTHORITY

E-TENDER NO. DC-03/2026

NAME OF WORK: "Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years".

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM	:	<u>23/06/2026</u>
TIME & DATE OF PRE-BID MEETING	:	@ 15.30 Hrs. on 02/07/2026
LAST DATE & TIME FOR RECEIPT OF BIDS	:	@ 12.00 Hrs. on 23/07/2026
TIME & DATE OF OPENING OF BIDS	:	@ 12.05 Hrs. on 23/07/2026
PLACE OF OPENING OF BIDS	:	CHAMBER OF DEPUTY CONSERVATOR, DEENDAYAL PORT AUTHORITY, A.O. BUILDING, 1ST FLOOR, GANDHIDHAM – KUTCH, (GUJARAT STATE) 370 201.

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

DEENDAYAL PORT AUTHORITY

E-TENDER NO. DC-03/2026

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

Name of Work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Tender downloaded from	Date of pre-bid meeting	Last date & time of submission of Bid	Date and time of opening of Bid
Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years.	Rs.5,900/- Including 18% GST as admissible	Rs. 6,69,82,860/- (Excluding GST) Rs 2,23,27,620/- per annum	Rs.4,46,552/- -	23/06/2026	02/07/2026 @ 15:30hrs.	23/07/2026 @12:00hrs.	23/07/2026 @12:05hrs.

Detailed tender notice along with complete tender documents can be downloaded from website: <https://tender.nprocure.com> from 23/06/2026 to 23/07/2026 at 12.00 hrs. The tender Notice is also available on <https://www.deendayalport.gov.in> and <https://eprocure.gov.in>. Technical bid will be opened on 23/07/2026 at 12.05 hrs. The date of opening of price bid will notified after scrutiny and evaluation of Technical Bid.

For Further details, contact: 02836-220235/233585, Mobile No. +91 98797 14341 At office of the Deputy Conservator administrative building Gandhidham during any working hrs. before the last date and time of downloading the Tender Document

**Deputy Conservator
Deendayal Port Authority**

CONTENTS

<i>Section</i>	<i>Description</i>	<i>Page</i>
I	Notice Inviting Tender (NIT)	5
II	Glossary	11
III	Instructions to Bidders	13
IV	Techno Commercial Criteria Qualification of the Bidders	19
V	Evaluation of the Bid Document	21
VI	Instruction to the Successful Bidder	24
VII	Scope of Work, Statutory Compliance And Contractual Obligations	27
VIII	General Conditions of Contract	31
IX	Special Conditions of Contract	39
X	Annexures and Forms	44
	A. Annexure A – Qualification and Responsiveness Information: List of Documents to be Enclosed	44
	i Form I – Bidder’s Bid Cover Letter	46
	ii Form II– Financial Capability	48
	iv Form III – Past Experience	49
	a) Experience / Completion / Performance certificate	50
	b) Details of TDS certificate	51
	v Form IV – Declaration of Authorized representatives	52
	vii Form V – Declaration by the bidder	54
	viii Form VI – Bank Mandate Form	55
	ix Form VII – Integrity pact	56
	B. Annexure B – Contract Agreement Form	62
	C. Annexure C – Form of Bank Guarantee	64

Section n	Description	Page
	D. Annexure D – Check list for bill submission	66
	E. Annexure E - Price Bid format	71
	F. Annexure F - Manpower Schedule- Marine Department	72
	G. Annexure – G – Declaration & Litigation	74
	H. Annexure – H - Bid Securing Declaration	76
	I. Annexure – I Insurance Surety Bond for Performance Security	77
XI		80

NOTICE INVITING ONLINE TENDER

Department	Marine Department
Circle/ Division	Marine Department, A.O. Building, 1st Floor, Gandhidham (Kutch) – 370 201.
Tender Notice No.	DC-03/2026
Name of Work	Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years.
Estimated Contract Value (INR)	Rs. 6,69,82,860/- (Excluding GST) Rs 2,23,27,620/- per annum
Period of Contract	The work shall be completed within 36 months from the date of issue of Work Order.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	INR
Pre-Qualifying Criteria:	<p>1. <u>Financial Standing:</u> The average annual financial turnover of the Bidder over the past three years ending 31st March'2025 should not be less than Rs.66.98 Lakhs, Certified by Chartered Accountant along with Unique Document Identification Number (UDIN). Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive).</p> <p>2. <u>Experience in terms of:</u> Experience of having successfully completed similar works or on going work more than one-year period during last seven years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than Rs. 89.31 Lakhs (excluding GST). OR</p> <p>(ii) Two similar completed works each costing not less than Rs.111.64 Lakhs (excluding GST). OR</p> <p>(iii) One similar completed work costing not less than Rs.178.62 Lakhs (excluding GST).</p>

	<p><u>Similar works means</u> "Bidder should have experience to supply of mooring gang or marine manpower in any vessel.</p> <p>TDS & CA Certificate: If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted. 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 number.</p>
Joint Venture:	Not Allowed
Integrity Pact:	<p>Integrity Pact agreement signed by the DPA authority along- with one witness should be submitted in Technical bid stage duly scanned, stamped, signed and dated by the Bidder along with one witness signature, name and address from their side as per format in Form-6 in the tender document.</p> <p>However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit the hard copy duly filled signed, stamped IP Agreement to Deputy Conservator, AO Building, Gandhidham within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.</p> <ul style="list-style-type: none"> • In case of Partnership firm, IP agreement shall be signed by all the partners of partnership firm. Copy of partnership deed to also be submitted. • In case of Public or Private limited company IP agreement to be signed by authorized signatory as per POA duly supported with Boards resolution • In case of Joint venture, all the partners of the venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s) to be executed and submitted in the name of the participated firm of JV to sign and stamp the agreement, in technical bid stage. (Not Applicable) <p>Note: <u>In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm and all the partner of JV need to sign and stamp IP agreement. Partnership deed/JV agreement also to be submitted in technical bid.</u></p>

Downloading Websites:	https://tender.nprocure.com , http://www.deendayalport.gov.in http://www.eprocure.gov.in	
Bid Document Fee:	Rs.5,900/- (Including GST 18%)	
Document Fee Payable To:		Document Fee shall be made through online payment mode in Bank A/c of Deendayal Port Authority at IDBI Bank Ltd., Gandhidham Branch, A/c no.: VDDPTNFDCMARIN26, UPI ID: VAS.VDDPTNFDCMARIN26@idbi IFSC Code: IBKL0000412.
Bid Security/ EMD	Rs. 4,46,552/-	
Bid Security / EMD (INR) In Favour of:		EMD in the form of Digital mode. For Digital Mode the bank details: Deendayal Port Authority at IDBI Bank Ltd., Gandhidham Branch, A/c no.: VDDPEMDDCMARIN26, UPI ID: VAS.VDDPEMDDCMARIN26@idbi, IFSC Code: IBKL0000412
Bid Document Downloading Start Date	23/06/2026	
Bid Document Downloading End Date	23/07/2026	
Date& Place of Pre- Bid Meeting	02/07/2026 @ 15.30 Hrs. in the chamber of Dy. Conservator.	
Last Date& Time for Receipt of Bids	23/07/2026 up to 12.00 Hrs.	
Bid Validity Period	120 days from the date of opening of technical bid.	

Condition for EMD & Tender fee.



Tender Fees: Rs.5,900/- (incl. of GST)
Document Fee shall be made through online payment mode in Bank A/c of Deendayal Port Authority at IDBI Bank Ltd., Gandhidham Branch, A/c no.: VDDPTNFDCMARIN26, UPI ID: VAS.VDDPTNFDCMARIN26@idbi IFSC Code: IBKL0000412.



EMD: Rs.4,46,552/- EMD in the form of Digital mode.
For Digital Mode the bank details: Deendayal Port Authority at IDBI Bank Ltd., Gandhidham Branch, A/c no.: VDDPEMDDCMARIN26, UPI ID: VAS.VDDPEMDDCMARIN26@idbi, IFSC Code: IBKL0000412

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below in the Sub class Nos. 52220—only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Annexure-H) in technical bid failing which the bid shall be considered non-responsive.

	DIVISION 52	Warehousing and support activities for transportation
	GROUP 522	Support activities for transportation
	Class 5222	Service activities incidental to water transportation
	Sub - Class 52220	This class includes operation of terminal facilities such as harbours and piers, operation of waterway locks, navigation, pilotage and berthing activities, lighterage, salvage activities, lighthouse activities.
Bid Opening Date:	Technical Bid will be opened 23/07/2026 @ 12.05 hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.	
Documents required to be submitted by scanning through online:	Documents in support of fulfilling qualifying criteria as indicated above and as per tender conditions. EMD & tender fee shall be made through online payment mode and Integrity pact at technical stage.	
Officer- Inviting Bids:	Deputy Conservator, Deendayal Port Authority, Marine Department, A.O. Building, 1st Floor, Gandhidham (Kutch)	

Note:

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

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

Contact Details:

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

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

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

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

**Deputy Conservator
Deendayal Port Authority**

SECTION - II

GLOSSARY

In this bid document and in the 'Contract', unless the context otherwise requires:

- i) "Authorized representative" means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document **"Providing Mooring services for marine operations at Deendayal Port Authority"**.
- iii) "Bid documents" (including the term 'bid documents' or 'Request for Proposal Documents' in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv) "Bidder" (including the term 'tenderer' or 'service provider' in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port.
- v) "Bidder registration document" means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for thee-tender;
- vi) "Board" means the Board of the Deendayal Port Authority, Gandhidham, which is a body under the Major Port Authorities Act. 2021.
- vii) "Competent authority" means the Chairman or any officer(s) authorized by the Chairman or Board.
- viii) "Contract" (including the terms 'Work Order' under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between Deendayal Port Authority and the service provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- ix) "Contract price" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein

after contained.

- x) "Contractor / Service Provider" means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes contractor's representative, successors and/or permitted assigns for the subject Contract.
- xi) "Day" means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- xii) "e-Tender" means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, nondiscriminatory and efficient procurement through transparent procedures;
- xiii) "Earnest Money Deposit'(EMD)" means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
- xiv) "Head of the Department" means the Head of a department in the Deendayal Port Authority appointed under the provision of the Major Port Authorities Act. 2021.
- xv) "Month" means month according to Gregorian calendar.
- xvi) "Notice Inviting Tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;
- xvii) "Pre-qualification document" means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;
- xviii) "Responsive bid", in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the **Bid document**. If any requirements specified in **Bid document** are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
- xix) "Tender" means the Contractor's priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xx) "Week" means seven days without regard to the number of hours worked in any day in that week.

SECTION III
INSTRUCTIONS TO THE BIDDERS

1. GENERAL:

- i) Electronic Tenders (Online) are invited **by** Deendayal Port Authority from eligible bidders for **"Providing Mooring services for marine operations at Deendayal Port Authority"**.

For details refer Annexure F of Section X – Annexures and Forms)

- ii) The bid document containing the entire details is available at www.deendayalport.gov.in or www.nprocure.com for downloading during the period specified in the **NIT (Section –I)**.
- iii) The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in **Section IV – Techno-commercial qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Techno-commercial bid.
- iv) The Contract Agreement will be in force for a period of three years from the date specified in the Work Order and extendable for a period up to One year with the same rate, terms and conditions to be decided on mutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract.

2. PRE-BIDMEETING

A pre-bid meeting will be conducted on the date, time and place as specified in **NIT (Section – I)** at Deendayal Port Authority, Gandhidham. Interested bidders can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id (dyconservator@deendayalport.gov.in & supdtacmarine@deendayalport.gov.in) before 2400 hrs. from the date of pre-bid meeting and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given. Interested bidder can also join the pre-bid meeting by Video Conferencing on line provided in the NIT.

3. ONLINE TENDER:

The intending Bidders are required to download and submit tender through www.nprocure.com. In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address:(n) code Solutions-A division of GNFC Ltd., (n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat) Contact Details: Airtel: +91 – 79 – 40007501, 40007512, 40007516, 40007517, 40007525 BSNL: +91 – 79 – 26854511, 26854512, 26854513[EXT: 501,512,516,517,525] Reliance: +91 – 79 – 30181689; Fax: +91 – 79 – 26857321, 40007533 E-mail: nprocure@gnvfc.net TOLL FREE NUMBER: 1-800-233-1010 [EXT: 501, 512, 516, 517, 525]

4. BIDDER'S RESPONSIBILITY:

- i) The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- ii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The **service charges** quoted in the **Part II (Cover II) – Price bid** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- iii) Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- iv) The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Annexure G**.
- v) In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form in technical bid failing which the bid shall be considered non-responsive.

DIVISION 52	Warehousing and support activities for transportation
GROUP 522	Support activities for transportation
Class 5222	Service activities incidental to water transportation
Sub- CLASS 52220	This class includes operation of terminal facilities such as harbours and piers, operation of waterway locks, navigation, pilotage and berthing activities, lighterage, salvage activities, lighthouse activities.

- vi) The Bidder shall submit a declaration as provided in the **Annexure G** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 3 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

5. CORRECTION/VARIATION:

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The bidder's proposal is deemed to include, all prices for the **Scope of Work** specified in **Section VII** of the bid document and no arithmetical correction or price adjustments are allowed.
- iii) Tender should be complete in all respects for taking a decision immediately on opening of the tender.

6. TRANSFER OF BID DOCUMENTS:

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

7. ADDENDA /CORRIGENDA:

Addenda/Corrigenda, if any to the bid documents will be issued by the Port only in the (n) Procure Portal and Port's website, prior to the date of opening of the tenders.

8. INCOMPLETE DETAILS AND CANVASSING:

The Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

9. HISTORY OF LITIGATION

A consistent history of litigation or arbitration awards against the applicant may result in disqualification as per decision of bid inviting officer.

10. SIGNING OF THE BIDDOCUMENTS:

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in **Form IV of Annexure A** of the bid document, before submission of the tender.

11. DECLARATION BY THE BIDDER

The bidder, in a Rs. 300/- non-judicial stamp paper, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form V of Annexure A**.

12. BID SUBMISSION& OPENING

The bid submitted by the bidder shall comprise the following: (1) Technical Stage Bid comprising of Bid Security (EMD) and Tender Fee, Integrity Pact and other Technical Bid Comprising Qualification information in accordance to clause of Eligibility Criteria shall be submitted (2) Financial Bid: Bill of quantities (BOQ) duly filled and digitally signed by bidder on n-Procure site only.

Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

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.

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

13 EMD/BID SECURITY:

- 13.1 Earnest money Deposit (EMD) should be 2 % of the estimated cost of work.
- 13.2 The EMD up to Rs.5 Lakhs shall be payable via digital mode of payment into the bank details: Deendayal Port Authority at IDBI Bank Ltd., Gandhidham Branch, A/c no.: VDDPEMDDCMARIN26, UPI ID: VAS. VDDPEMDDCMARIN26@idbi, IFSC Code: IBKL0000412. The proof for transfer of funds to be submitted in technical bid stage. EMD beyond Rs.5 lakhs be payable in form of Insurance Surety Bond/Bank Guarantee for the entire amount from any Nationalized/ Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham. Bank Guarantee submitted as Earnest Money shall be valid for 45 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- 13.3 EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- 13.4 EMD shall be refunded suo-motto without any application from the bidders.
- 13.5 The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- 13.6 The Bid security may be forfeited, if
- a) The bidder withdraws the bid after bid opening during the period of bid validity.
 - b) The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.
 - (iii) In case the contractor fails to commence the work within stipulated time.
- 13.7 The forfeiture of the bid security is entirely discretion of the employer. No claims in this regard shall be entertained.

Note: - "In case of Micro and Small Enterprises (MSEs) holding valid certificate under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification 2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in technical bid stage" Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed 26 'Bid Securing Declaration' as per format provided in the tender document (Annexure II), failing which the bid shall be disqualified: -

NIC codes regarding related activity are mentioned below:

DIVISION 52	Warehousing and support activities for transportation
GROUP 522	Support activities for transportation
Class 5222	Service activities incidental to water transportation

Sub- CLASS 52220	This class includes operation of terminal facilities such as harbours and piers, operation of waterway locks, navigation, pilotage and berthing activities, lighterage, salvage activities, lighthouse activities.
------------------	--

14. DOCUMENTS TO BE UPLOADED BY THE BIDDER TOPARTICIPATE IN THE E-TENDER

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

15. QUOTING OF SERVICE CHARGES FOR PRICEBID:

- The bidder shall quote the rate of service charge as specified in price bid in (n) procure portal, which is also placed at (Annexure E).
- The service charges quoted in percentage shall be paid on the Minimum wages actually disbursed every month based on the deployed manpower, **excluding ESI, EPF and Bonus**.
- Applicable GST, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.

16. PAYMENTS

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

17. EXPENSES INCURED BY THEBIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

18. COMMUNICATION FORINFORMATION

Any further information regarding the subject tender may be obtained in writing from the undersigned.

**Deputy Conservator,
Marine Department,
Deendayal Port Authority,
Administrative Office Building.
Gandhidham – 370 201,
Kachchh – Gujarat.
Phone: 02836 – 233585 / 220235 Fax: 02836 – 233585
E-mail id: dyconservator@deendayalport.gov.in**

SECTION IV

TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE BIDDERS

PART I (COVER I) – Techno-commercial bid

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

A. The bidder shall have the meaning as stated in the Sl. No. (iv) of Section – II (Glossary).

B. Past Experience:

Experience of having successfully completed similar works or on going work more than one-year period during last seven years ending last day of month previous to the one in which applications are invited should be either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

i) Three similar completed works each costing not less than **Rs. 89.31** Lakhs (excluding GST).

OR

ii) Two similar completed works each costing not less than **Rs.111.64** Lakhs (excluding GST).

OR

iii) One similar completed work costing not less than **Rs.178.62** Lakhs (excluding GST).

The above said details shall be furnished by the bidder in the **Form III of Annexure A.**

Note:

- i) Similar work/ services means purely Providing manpower for Mooring operation in sea Port or purely providing manpower for port operation.
- ii) The experience certificate shall be considered as per the initial work order and the completion of extended period of contract, subject to submission of satisfactory completion certificate.
- iii) In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate / Form 26 AS for the past experience, only then the experience will be considered. Also, 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 number

iv) Only the information stated in **Form II** and **Form III** of **Annexure A** shall be

considered for evaluation and any other documents uploaded but not stated in the above-mentioned **Form II** and **Form III** of **Annexure A** shall not be considered for evaluation.

C. Financial Capability:

- i) The average annual financial turnover of the Bidder over the past three years ending 31st March'2025 should not be less than **Rs.66.98** Lakhs, Certified by Chartered Accountant along with **Unique Document Identification Number (UDIN)**. The details shall be furnished by the bidder in the **Form II of Annexure A** duly attested by the **Chartered Accountant**.

SECTION V – EVALUATION OF THE BID DOCUMENT

1. Determination of Responsiveness

A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as prescribed below:

The bidders should scan and upload the following documents in the (n) procure portal, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without techno commercial evaluation.

(A) TECHNICAL BID STAGE

- i) Scan copy of Proof of payment of Tender Fees & EMD by RTGS/ NEFT etc.
- ii) In case of Micro & Small Enterprises (MSEs) holding valid certificate issued by any agency/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activities related to the subject tender shall become eligible for exemption from payment of tender fees/EMD. Such bidders shall submit scan copy of valid certificate alongwith Bid Securing Declaration. AND
Other Technical requirement:- In addition to the documents required for technical and financial qualification, bidder shall upload following documents in technical bid stage in (n) Procure Portal.
- iii) The bidder must upload self-attested copy of its PAN, GST, EPF, ESI, as stated in the **Qualification and Responsiveness Information –Annexure A.**
- iv) A self-attested copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.
- v) Copies of self-attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- vi) Declaration of Authorized Representative of the bid in **Form IV of Annexure A in non-judicial stamp paper** with denomination not to be lesser than Rs.300/-. The proprietor of the firm, who bids, has to declare the authorized representative of the firm/company
- vii) The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Annexure G.**
- viii) Information regarding any litigation and arbitration against the Port during the past three years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Annexure G.**

2. Techno-Commercial Evaluation

- i) The documents uploaded by the bidder as specified in **Form III of Annexure A** read with **Section IV (B)**, will be evaluated based on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the Eligibility criteria.
- ii) The financial capability will be evaluated based on the information provided in **Form II of Annexure A**.
- iii) After scrutiny of the documents uploaded in the **Techno- commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The tenders, which do not satisfy the qualifying criteria as mentioned under **Section IV – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.
- v) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3years.
- vi) The shortlisted bidders after the techno commercial evaluation will be informed through e-mails/letter. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vii) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

3. **Price Bid Evaluation**

- i) The bidders shall quote rates as service charges in the form **Price bid in (n) procure portal and which is also** provided in **Annexure E** of the bid document for reference. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later.

- ii) The price bid will be evaluated based on the percentage rate quoted by the bidders in the **Part II (Cover II) – Price bid** and the bidder quoting the lowest percentage rate will be declared as the successful bidder.
- iii) If the lowest percentage quoted happens to be the same for more than one bidder, the concerned bidders alone will be asked to again submit revised price quotes in sealed covers within the time to be prescribed by Port.

4. **Award of Work**

- i) The work will be awarded to the successful bidder(s) for providing Manpower Service as specified in the **Scope of Work**.
- ii) The decision of this Port shall be final in this regard.
- iii) The Port reserves the right to accept or reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

SECTION – VI

INSTRUCTION TO SUCCESSFUL BIDDER

1. Letter of Intent

The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities.

2. Performance Security:

- i) Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills
- ii) Security deposit shall be 10% of the contract price, of which 5% of annual contract price should be submitted through Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), or having its branch at Gandhidham or Insurance surety bond (as per Annexure-I), within 21 days on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value till last bill. Retention Money will be refunded within 14 days from the date of payment last bill. Balance SD will be refunded immediately not later than 14 days from completion of work.
- iii) **Successful Bidder has to submit the Performance security @ 5% of Annual Contract price within 21 days of receipt of Letter of Acceptance (LOA)**, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited. The BG towards PSD should be submitted on annual contract price with validity of 12 months and claim period of 12 months. Further, the contractor has to renew that BG every year suo-moto before expiry of its validity till completion of entire work.
- iv) The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:
 - 1) After the amount reaches half the annual value of the limit of retention money; and
 - 2) After the amount reaches the maximum limit of retention money. One half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the work or Final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable

to different sections or parts, the expiration of defect liability periods shall be the latest of such periods.

- v) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- vi) Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- vii) The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- viii) The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Gandhidham or as per given format above at sr. no. (ii).
- ix) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- x) In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next two years.
- xi) If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

3. Signing the Contract Agreement:

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Annexure B** of the bid document on Gujarat State Government stamp paper of the value of **Rs.300/-** within 21 days from the date of issue of LOA.
- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

4. **Signing of Integrity Pact**

The successful Bidder shall also require to execute an '**Integrity Pact**' in the prescribed pro-forma (only if the estimated value is more than one crore) provided in **Form VII** of **Annexure A** of the bid document within 21 days from the date of issue of LOA.

5. **Work Order**

After fulfilment of the conditions specified in the Letter of Intent and as above, the Port shall issue Work Order to the successful bidder. Within 30 days after issue of work order, bidder shall deploy 70 Nos. of Mooring Staff & 07 nos. of Mooring Supervisor as per tender requirement after getting the profile approved from DPA. Any delay in deployment of Mooring personnel will attract LD as specified under clause 11 of Section VIII.

6. **Debarment**

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

SECTION - VII
SCOPE OF WORK, STATUTORY COMPLIANCE
AND CONTRACTUAL OBLIGATIONS

1. Scope of Work:

A. The Port Flotilla service manning requirements:

- a) The staff to be deployed should be familiar with Port/Mooring operation and experience of swimming in sea.
 - b) The Staff to be deployed should be able to communicate to the Flotilla & Signal Station as and when required in English /Hindi/Gujarati.
 - c) The change of shift shall not hamper the Port Mooring operations.
 - d) The staff shall also carry out the additional duties as per the instruction of the Dy. Conservator or his representative without any additional financial liabilities on Deendayal Port.
 - e) Prior to the date of commencement of service, the staff shall have completed all the necessary medical test and submit the necessary medical certificate from Govt. Hospital.
 - f) Duty roster for next month must be provided by 25th of previous month. Any change in posting must be informed in writing to Dy. Conservator for prior approval. Duties in Port area will be allocated by of Dy. Conservator or by his representatives.
 - g) Transportation, food, lodging for the Mooring personnel must be provided by the successful bidder.
- B.** The successful bidder has to provide manpower possessing the educational qualification, experience, category and age, etc., as mentioned in **Annexure F** from the date to be specified in the Work Order at Deendayal Port.

2. Statutory compliance and contractual obligations

Statutory compliance and contractual obligations to be complied with by the contractor:

The manpower deployed by the successful bidder shall works within the premises of the Port and also to attend Mooring operation in Port limit as and when required. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, Private Security Agencies, Environmental Protection, etc. In case of any violations or non-adherence to the same, for reasons whatsoever, **Liquidated Damages** as per **Para No.11** of **Section VIII** will be deducted from the Performance Security/ Security deposit of the bidder. If such non-compliance is continued by the successful Bidder for a period of consecutive three months even after imposing of the liquidated damages for reasons whatsoever, the contract agreement will be terminated.

i. Income tax

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

ii. Goods and service tax

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

iii. Compliance with the EPF / ESI Act

- a) The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them. The Port's contribution shall be reimbursed only after the submission of documentary proof of payment made towards EPF/ESI within stipulated period as per the relevant Act on account of this contract.
- c) In the 1st month of claim for reimbursement of ESI/ EPF, the Contractor shall enclose the copy of the ESI and EPF card of the entire manpower including the substituted manpower deployed by the Contractor, only upon which the claim of the Contractor will be considered.
- d) If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate contract.
- e) Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

iv. Bonus Act

Contractor is required to pay bonus as per the Bonus Act to the Manpower deployed and the same shall be reimbursed at actual by the Port upon submission of proof of payment to the provided Manpower.

v. Contract Labour Act.

The Contractor shall furnish a valid Labour license under Contract Labour (Regulation and Abolition) Act 1970 within **30 days** from the date of work order and comply with all necessary required provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

vi. Workmen safety and Insurance

The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel deploy by him under this work covering the Flotilla Superintending, Jetty area, Marine Operation works, operation and maintenance works. The Contractor shall wherever applicable

- a) Take out and maintain, at their own cost but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premium have been paid.
- b) ensure sufficient personnel protection Equipment (PPE) gears like safety shoes, hand gloves, gum boot, mask, hand gloves, ladders, rain coat etc. by their workers while carrying outworks.

The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties/for inspection or otherwise.

Note:

- a) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers
- b) Accident, life, medical insurance is also available through PM Suraksha Bima Yojana, PM Ayushman Bharath yojana, etc.

vii. Other statutory provisions

- a) The Contractor shall comply with the rules of Central Excise Department, as applicable.
- b) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with the Port based on mutual consent and furnishing of proof of documentary evidence of such payments to the concerned authorities for the provided manpower every month without fail and before submitting bills for the subsequent months.

- c) The Contractor is the direct employer of the manpower deployed by him at the Port under all labour legislation including Industrial Disputes Act, 1947, etc.
 - d) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract agreement arising out therefrom.
- viii.** The Contractor shall be responsible for any claim/benefit/compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at Port.
- ix.** The Contractor shall be liable for all kinds of dues payable in respect of the manpower deployed under the contract and the Port shall not be liable for any dues for availing the services of the manpower deployed by the Contractor.
- x.** All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.
- xi.** The contractor to ensure that the personnel's engaged as Mooring personnel must not participate in any activities organized by any trade union or association which are deterrent or hindrance to the Port operation or against the good interest of the Port.

SECTION - VIII

GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject E-Tender published by the Port for **"Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years"**. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the manpower service more specifically detailed in the **Scope of Work** in **Section VII** of the bid document. The following General terms and conditions of this Contract shall also form part of the above mentioned tender.

2. **Consideration**

The price to be reimbursed by the Port to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the above mentioned tender.

3. **Period of Contract:**

- i. The Contract is valid for a period of three **years** from the date specified in the Work Order.
- ii. The Contract **may be extended for a further period of one year on mutually agreed** basis at the same rates, terms and conditions as decided by the Port, if the services are required by the Port and the performance of the Contractor is found satisfactory by the Port.
- iii. The contract for manning may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor, in writing, without any prejudice to any remedy may have against Deendayal Port.
- iv. The Deendayal Port reserves the right to increase/decrease the requirement of manpower as and when required up to (+/-) 30% as per tender conditions & same rate.

4. **Non-performance of Contract/ Breach of Contract**

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the Port will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract following the procedure stated in **Para No.6** of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor or its employees or the manpower deployed for the performance of the Contract.

5. **Malpractice or furnishing of false information**

In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the Port shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the Port reserves right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also blacklist or suspend or debar the

Contractor from participating in future tenders, as the Port thinks deem fit.

i) Termination of Contract

Consequent to the failure of the contractor to comply with the notice issued for non-performance/ breach of contract, Port will issue a notice giving the contractor 07 days time asking him to show cause as to why the contract should not be terminated.

- ii) If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, Port will terminate the contract with immediate effect.

6. Discontinuance by the Contractor

If the contractor is not in a position to continue the contract, the Contractor should give 180 (One hundred Eighty) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

7. Foreclosure of the Contract by Port

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit and Security deposit will be refunded to the Contractor.

8. Conflicting relationships

A Contractor found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

9. Change in Constitution

The Contractor/ Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the existence of the Contract.

10. Insolvency / Bankruptcy / Winding up, etc.

The Port shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick companies applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

11. Liquidated damages (LD)

If the Contractor fails to comply with any of the **Statutory and Contractual Obligations**

provided in **Section VII** and other applicable acts, rules and regulations in relation to the tender, the contractor shall pay a sum equivalent to 0.5% of the value of the annual Contract Price for every week or part thereof subject to a maximum of 10% of the total value of annual Contract Price as liquidated damages, as the case may be, until fulfilling the obligations thereon. In case Port is compelled to comply with the said failure of the contractor, the cost so incurred by Port shall be deducted from the Security Deposit and/or Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

12. Confidentiality

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

13. Force Majeure

- i) Conditions beyond control of either parties like war, hostility, acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contracts shall be resumed as soon as practicable after such even has come to an end or ceased to exist. However, if such even continue for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

14. Damage to Property

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port.

The contractor shall be liable for pollution damage and the cost of cleanup, which has occurred due to the contractor's personnel by willful, intention acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

15. Indemnification

The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

16. Changes in terms of a concluded Contract

No variation in the terms of a concluded contract can be made without the consent of the parties.

17. Identity Cards/Entry Passes

The contractor should arrange identity cards at their cost to the manpower deployed under this Contract. All deployed manpower shall wear the identity card as well as entry pass at all times while on duty entry pass will be provide at free of cost.

18. Uniforms:

Uniform, shall be worn by the deployed manpower, at all times while on duty. The Contractor shall be solely responsible for the supply of required PPE and Uniform items (Boiler Suit – 2 nos., Safety Shoe – 1 no. & Safety Helmet – 1 no.) to his staffs and also ensure the use of PPE by his staff at site, the cost of such uniform Rs. 1,70,940/- per annum will be reimbursed by Deendayal Port Authority annually.

19. Accident or injury to workmen

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

20. Dispute Resolution

- i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, Deendayal Port Authority, Gandhidham.
- ii) In case, the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, Deendayal Port.
- iii) If the dispute remains unresolved, the same shall be referred to the Chairman, Deendayal Port whose decision, in this regard, is final and binding on both the parties to the contract.

21. Doubt and clarifications

In case of any doubts on the terms and condition of the tender, the same may be referred to the concerned Head of Department, Deendayal Port Authority, Gandhidham in writing for clarification, whose interpretation shall be final and binding.

22. Notice

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person as declared in **Form IV of Annexure A**, if given or left in writing to the address or sent through E-mail ID given in response to the bid document declared in the **Form I of Annexure A**. Responsibility to notify any change in address and/or email-id, entirely lies

with the Contractor.

23. Manpower Labour Dispute

The Contractor shall be responsible for disputes that may arise between the Contractor and the manpower of the contractor.

24. Joint Venture

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

25. Sub-contracting

The Contractor shall not assign, transfer, pledge or sub-contract the performance or services awarded by the Port to any other party.

26. Qualified Manpower

- i) All services shall be performed by persons qualified and able in performing such services as per the **Scope of Work** specified in **Section VII** of the bid document.
- ii) The Contractor shall select the manpower after clearly understanding the scope of work, schedules, activities, specifications and requirements specified by the Port in the tender or subsequent thereon.

27. Payments for Manpower Deployed by the Contractor

The Port will reimburse the following in respect of the categories of manpower contracted and actually deployed.

- i) Minimum wages as prescribed prevailing rate for particular month by the Central or State Government, whichever is higher for semi-skilled category, "C" area.
- ii) Contribution to Employees State Insurance (Employer's share).
- iii) Contribution to Employees Provident Fund (Employer's share).
- iv) Bonus actually paid, as per entitlement & Rules.
- v) Payment towards uniform and other will be made as per actual on submission of invoice alongwith monthly bill.

The above will be regulated as per extant rules and **Section VII (Scope of Work; Statutory Compliance and Contractual Obligations)** and **Section IX (Special Conditions of Contract)**.

28. Payment of Service Charges

The Contractor shall be paid the "Service Charges" on monthly basis as per the rate specified in the Work Order issued by the Port. ***The service charges will be paid only on Minimum wages actually paid.***

29. Applicable Law and Jurisdiction

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at **Gandhidham** for the purpose of actions and proceedings arising out of this contract and the courts at **Gandhidham** shall have the sole jurisdiction to hear and decide such actions and proceedings.

30. Arbitration Clause:

- 30.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising 'during the progress of work or after the completion thereof as described here in after sly all be referred to the Chairman for sole arbitration by himself or by any Officer appointed by him.
- 30.2 It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dissents or of difference.
- 30.3 The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- 30.4 It is also a term of the contract that no person other than the Chairman himself or- any officer appointed by him shall act as arbitrator.
- 30.5 It is a term of the contract that only such question and disputes as were raised during Progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- 30.6 It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along-with the notice seeking appointment of arbitrator.
- 30.7 It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claim disputes in writing, as aforesaid, within 120 days of receiving the information from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract to respect of these claims.
- 30.8 It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing Authority and give separate award against each dispute/ claims as referred to him. The arbitrator will be bound to give claim wise and speaking award and it should be supported by reasoning.
- 30.9 The award of the arbitrator shall be final, conclusive and binding on all the parties in the contract.

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

30.11 Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re- enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

- i. 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.
- ii. 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. Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion

31 Conflict of interest:-

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

32 Code of integrity for public procurement

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

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

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

SECTION - IX
SPECIAL CONDITIONS OF CONTRACT

1. Employment conditions:

- i) The Contractor has to provide list of manpower with copy of documents in support of qualification, experience, age as prescribed for respective category in **Section VII – Scope of Work** before deploying of manpower:
 - a) List of manpower shortlisted by Contractor for providing in the Deendayal Port containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, communal status, marital status, address and identification proof, medical fitness certificate, Photo ID Card along with scoring sheet and result of screening test, if any, provided by the Contractor.
 - b) Any other document considered relevant.
- ii) The Contractor shall ensure to get the C&A verification by police for all the manpower provided by him and the contractor should ensure that the manpower deployed should bear good moral character. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are provided. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period.
- iii) The verification of the certificates of staffs towards educational qualification & experience.
- iv) The attendance details for manpower deployed shall be maintained by the Contractor himself at the duty spot identified by the concerned Head of Department through the bio-metric attendance device to be provided by Port for the purpose and the details of the same should be furnished along with the monthly bill to the Port, along with proof of bank statement of the provided manpower for having disbursed the salary the 1st month and for the subsequent month. In addition an attendance register for contract employees shall also be maintained by the service provided at the duty spot and then same should be submitted along with the monthly bill.
- v) The personnel provided under the Contract should have good communication skill in English/Hindi/Gujarati and ensure discipline, integrity and enhance the image of this Port. The Contractor shall be responsible for any act of indiscipline on the part of persons provided by him.
- vi) The Contractor shall ensure that persons to be provided are not alcoholic/ drug addict

and shall not indulge in any activity prejudicial to the interests of the Port. The Contractor shall ensure proper conduct of the manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks/ paan /smoking/unnecessary lingering without work and shall comply with Port rules and regulations including the requirement of **ISO 9001 and EMS 14001** or other version if any for which the Port has been certified.

- vii) The Contractor upon receipt of written notice from the Port, at any time during the currency of contract shall replace the manpower deployed by him, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc. The manpower deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against this Port.
- viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided manpower and the Port shall not be made responsible for settlement of such issues.
- ix) The Contractor shall be responsible for the medical and other related claims of the provided manpower and no such claim shall be made to the Port.
- x) If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six-month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.
- xi) If any manpower deployed by the Contractor is absent beyond 05 days on maternity leave / accident, etc. under ESI scheme it is the responsibility of the contractor to provide suitable substitute.
- xii) On request of the Contractor, the Port may provide quarters, on chargeable basis, subject to availability and such other conditions that the Port may impose from time to time.

2. **Working Hours**

(i) **Shift timing of 08 hours**

1st Shift: 0700 to 1500hours
2nd shift: 1500 to 2300hours
3rd shift: 2300 to 0700hours

- (ii) The contractor has to ensure the deployment of Mooring gangs 24X7 during the contract period.

- (iii) Manpower deployed by the contractor will be granted weekly off as per rules. The salary of weekly off will be reimbursed by the Port to the contractor. However, leave for Public

Holidays, Leave salary etc., if any, shall be compensated by the Contractor at his own cost.

- (iv) The Contractor must ensure proper attendance and proper weekly off to the manpower deployed. The Contractor shall be fully responsible for providing weekly off to the manpower deployed. If the contractor deploys the same manpower on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages, if any. The manpower deployed on essential services can avail three national holidays and 3 festival holidays in a year at the cost of contractor.
- (v) The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed up to three occasions in a month, failing which, for every two days of late coming, half a day's wages will be deducted.
- (vi) Usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the concerned Head of Department.
- (vii) When the manpower deployed proceeds on leave or absents himself, it will be the prime responsibility of the contractor to provide a suitable substitute, The Contractor shall provide replacement of manpower, in such cases, so as to ensure adequate staff. If the Contractor does not make alternate arrangement within a maximum period of 3 (three) day, a penalty at double rate of prevailing CLC applicable rate, shall be deducted per day per person absent from the Contractor's bill from 4th day onwards till the alternative arrangement is made for such absence in addition to any action taken by the Port as deemed fit.

3. Conduct and discipline:

- i. The deploy manpower must conduct and behave strictly in sobriety at all times which on duty.
- ii. The deployed manpower must be well groomed and be dressed in the prescribed uniform while on duty.
- iii. The deployed manpower must follow the orders and instruction issued by the Harbour Master, Flotilla Superintendent or any designated officer.
- iv. The personnel's deployed must not participate or associate with any trade union or association activities which are deterrent and hindrance to the Port operation and good interest of Port.

4. Payment details:

- i) The Contractor shall disburse the monthly wages to the manpower deployed by him at the Port on or before 7th of every succeeding month which in any case shall not be less than the minimum wages prescribed by the Central or State Government, whichever is higher for semi-skilled & skilled category for Location "C" area. As and when minimum wages are revised the contractor shall pay at revised rate of wage to the manpower deployed and claim for reimbursement from the Port duly providing documentary proof for such revision and payment disbursed. The wage should be paid by the Contractor only through bank (Jan Dhan Yojana Account) to the manpower deployed by him.

- ii) The pay slips shall be issued to the manpower deployed by the Contractor for every month one day before the date of payment.
- iii) If the Contractor fails to pay wages to the provided manpower within the stipulated date, the Port shall serve a notice to the Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security/security deposit/any other payment to be made to the Contractor. Under such circumstances the Port will not pay any service charges to the Contractor for the respective period.
- iv) In the event of such default of payment of wages by the Contractor, a penalty of 15% of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract may be terminated by the Port with discretion power of Dy. Conservator.
- v) The Contractor will submit the bill in triplicate on or before 10th day of succeeding month for reimbursement in the **Model invoice pro-forma** given in **Form No. X** in **Annexure D** with reference to rates quoted in the tender. The reimbursement will be made on pro-rata basis after necessary deduction, if any, in terms of absent of the manpower. In case of payment of revised wages and other statutory requirements thereon, the Contractor shall submit a separate bill for reimbursement with supporting documents such as revision and payment disbursed to the manpower. The normal time to make payment by this Port to the contractor is 10 working days from the date of receipt of bill in full shape with supporting documents including the documents of statutory payments. The payment will be released to the Contractor by the Port through E-payment to the bank account details furnished by the Contractor in the bid document.
- vi) The Contractor should submit the bill every month or any supplementary bills along with the list of details / documents provided in the **Annexure D – Checklist for submission of bills** in the bid document. Otherwise, the bill will not be considered for making payment.
- vii) No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim.
- viii) Payments to the Contractor would be strictly based on the certification of attendance furnished by the concerned department / office where the manpower is provided.

- ix) The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the Port, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

5. Other conditions

- i) The Port retains the right to place orders for an additional manpower up to a specified percentage of the originally contracted quantity at the same rate and terms of the contract, during the currency of the contract.
- ii) The Contractor shall agree to provide such additional manpower in the requested category, on the request by the Port, within seven (7) days from the date of intimation by the Port, with same terms and conditions.
- iii) The Port reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the Contractor, without assigning any reasons.
- iv) On the expiry of the contract period, the Contractor shall withdraw the manpower deployed by him at the Port and shall clear the accounts by paying all their legal dues. In case of any dispute arises on account of the termination of employment of the manpower deployed by the Contractor, it shall be the entire responsibility of the contractor to pay and settle the disputes.

6. Adoption

The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Act, 1963, Indian Ports Act, 1908, Manual for Procurement of Consultancy & Other Services 2017, etc., and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.

SECTION - X
ANNEXURES AND FORMS

ANNEXURE A

QUALIFICATION AND RESPONSIVENESS INFORMATION:

LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I) – Techno-commercial bid.

PART I – TECHNO-COMMERCIAL BID

Sr. No	Qualification Documents to be uploaded	Uploaded Page Ref No.
(I)	TECHNICAL BID	
1.	SCAN COPY OF TENDER FEE & EMD IN CASE OF CLAIMING THE EXEMPTION, MSME CERTIFICATE TO BE UPLOADED AGAIN THE REQUIREMENT OF TENDER FEES AND EMD IN NPROCURE PORTAL ALONGWITH BID SECURING DECLARATION AS PER (ANNEXURE – I)	
(II)	TECHNICAL & COMMERCIAL BID	
1.	Notice Inviting Tender (NIT) / Annexure G	
2.	Form I – Bidder's Bid cover letter	
3	Deleted intentionally.	
4.	Form II – Financial capability [as per Section IV(C)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5.	Form III – Past Experience [as per Section IV(B)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / nationalized Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
6.	Form III A – Experience / Completion / Performance certificate	
7.	Form III B – Details of TDS certificate (if applicable)	
8.	Form IV – Declaration of Authorized Representative of the bid[as per Para No.10 of Section III]	
9.	Form VI – Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification. (if applicable) (as per Para No.14(v) of Section III]	

10.	Form V– Declaration by the Bidder [as per Para No. (11) of Section III]	
11.	Form VI–Bank Mandate Form (Bank account details of the bidder)	
12.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
13.	Copy of GST registration certificate	
14.	Copy of PAN Card	
15.	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
	3. Copy of Labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act,1970.	
16.	Tender document with pre-bid clarifications and amendments issued by Port duly signed and sealed.	
17.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:.....

Date:.....

Signature and seal of the
Authorized Representative of Bidder

BIDDER'S BID COVER LETTER

(To be provided on the bidder's company letter head with signature and seal)

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person
to whom all references shall be :
made regarding this tender
4. Description and address of the person
to whom all references shall be made:
regarding this tender
5. Telephone :
6. Telex :
7. Fax :
8. E-Mail :

To

The..... ,

Head of the Department,

..... Department,

Deendayal Port Authority, Post Box No.50,

Gandhidham – 370 201, Kutch – Gujarat.

Sir,

1. We hereby apply to be qualified for the tender invited by the Deendayal Port Authority, Gandhidham as a bidder for the work of tender for **Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years.** We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
2. We the undersigned have read and examined in detail the bid document in respect of providing manpower services and do hereby express our interest to provide such services.
3. We certify that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.
4. The names and positions of persons who may be contacted for further information, if required, are as follows
 - a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)

- b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)
- c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)
- 5. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
- 6. We understand that Deendayal Port reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place:.....

Date:.....

Signature and seal of the Authorized
Representative of Bidder

FINANCIAL CAPABILITY

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

<i>Sl. No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
01	Year 2022 – 2023	Rs.....	
02	Year 2023 – 2024	Rs.....	
03	Year 2024 – 2025	Rs.....	

Note: The Audit Report, Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant duly UDIN.

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Date:.....

Name.....

Designation.....

Business Address:

.....

Seal

Attested/Certified by Chartered Accountant

FORM - III**PAST EXPERIENCE**

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section IV** of the Bid document as on. (date)

Details of Similar Past Experience :

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form III (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form III (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Date:.....

Name

Designation.....

Business Address:.....

.....

Seal

FORM – III (A)

EXPERIENCE / COMPLETION / PERFORMANCE CERTIFICATE

(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)

This is to certify that M/s ----- awarded the contract -----
and executed in this organization as per the details furnished below

1. Name of the work:
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor: Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

	(Signature)
Place:.....	Name
Date:.....	Designation.....
	Organization with address.....
 Seal

Note :

- (i) Furnishing the information in the format is preferable.
- (ii) However, certificate(s) submitted in any other format should contain all the required information as in the Form IIIA.

FORM – III (B)**DETAILS OF TDS CERTIFICATE**

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place:.....

Name

Date:.....

Designation.....

Business Address:.....

.....

Seal

FORM - IV

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in **Rs.300** /- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details
of Proprietor or Partner or Managing Director)

I/We,(Name) being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated. (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business..... (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorized Signatory) here by solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorized Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his Authorized

Representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

DECLARATION BY THE BIDDER

(To be provided in Rs.100 /- non-judicial stamp paper)

To

The Head of the Department.

1. I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ do declare that I/We have carefully read all the conditions of tender with NIT No.....,dated **Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years.** which is extendable further one year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.
1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tender in process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Deendayal Port Authority to take further action in to the matter.

Witness's

Signature: _____
Name: _____
Address: _____
Tel.No: _____
Mobilen.: _____
Date: _____

Bidder's

Signature: _____
Name: _____
Address: _____
Tel.No: _____
Mobilen.: _____
Date: _____

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Account No. :
7. Branch Code :
8. Name of the Authorized Person :
9. Signature of the Authorized person
as per Bank :
10. E-Mail ID of Authorized Person :
11. Contact No. Landline/Mobile :

Copy of cancelled Cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with Date

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. **(DC-03/2026)** The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 – External Independent Monitor

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

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 – Other Provisions

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

Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Bid Response Sheet No.10 and name(s) have been nominated by DPA as Independent External Monitors.

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
2. Dr. Gopal Dhawan, Ex- CMD,
MECL, House No. 120,
Jal Shakti Vihar, (NHPC Society)
P4, Builders Area, Greater Noida,
Gautam Budh Nagar,
Utter Pradesh – 201 315,
Mobile No. 80077 71467
Email: gdhawangeologist@gmail.com

ANNEXURE B

CONTRACT AGREEMENT FORM

(To be entered in Rs.300/- non-judicial stamp paper)

This AGREEMENT is made on this.....day of.....Month of.....Two Thousand (....., 20.) between

M/s. Board of Trustees, Deendayal Port Authority, a body corporate under Major Port Authority Act, 2021, represented by its Shri....., s/o..... having its office at Administrative building, Deendayal Port Authority, Gandhidham – Kutch-Gujarat (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a)partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its (Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS the Board of Deendayal Port Authority, Gandhidham (Kutch), Gujarat is desirous of the work comprising **"Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years"**.

WHEREAS the Contractor has offered to execute and complete such works and whereas the Board has accepted the tender of the Contractor and

WHEREAS the Contractor has furnished a sum of /performance bank guarantee of Rs/- (Rupees only) as performance guarantee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- 1. Notice inviting tender
- 2. Instruction to the Bidders
- 3. Scope of Work, Activity Schedule and other requirements
- 4. General Conditions of Contract
- 5. Special Conditions of Contract
- 6. Annexures and Forms
- 7. Price bid
- 8. Work Order No.....
- 9. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with the Board to deploy manpower in complete and maintain the "Manpower" in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such services for the "Contract Price" at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of Deendayal Port Authority was here into

affixed and The . thereof, has set his
Hand in the presence of

Signed and sealed by Deendayal Port Authority

The Contractor in the presence of

Witness with signature

1) Name &Address

.....
.....
.....

2) Name &Address

.....
.....
.....

ANNEXURE - C

FORM OF BANK GUARANTEE **(For Performance Security)**

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

1. In consideration of the Board of Trustees of the "Deendayal Port Authority" incorporated by the Major Port Authorities Act, 2021 [herein after called "The BOARD"] which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Trustees of the Port of Deendayal Port Trust, its successors and assigns having agreed to exempt _____[name of contractor/s] [herein after called the "Contractor"].

2. From the demand under the terms and conditions of the contract, vide _____'s [Name of department] letter no. _____ dated _____ made between the contractor and the Board for execution of _____ covered under Tender No. _____ dated _____ [hereinafter called "the said contract"] for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ [Rupees _____] only we, the [Name of Bank and Address] _____ [hereinafter referred to as "the Bank"] at the request of the Contractor do hereby undertakes to pay to the Board an amount not exceeding Rs. _____ [Rupees _____] only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.

3. We, [Name of Bank], [Name of Branch], do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractor of any of the terms and conditions of the said contract or by reason of the Contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ [Rupees _____] only].

4. We, [Name of Bank and Branch], undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.

5. We, [Name of Bank and Branch] further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

ii.

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

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

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

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

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. _____ [Rupees _____].

This Bank Guarantee shall be valid up to _____; and

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

For [Name of Bank] Signature

Date _____ day of _____ 2026 _____

ANNEXURE - D**CHECK LIST FOR BILL SUBMISSION**

The Contractor shall utilize this checklist to verify the list of documents to be submitted along with the bills and any supplementary bills for payment. Any bill that contains the necessary documents and / or not in compliance with the mentioned below list applicable for the respective case, the bill will not be considered for making payments.

Check list for submission of bills					
Page No. & Clause Nos.	Contractor Name & PAN				
	NIT No.				
	Work order No & Date				
	Contract agreement				
	Contract valid up to				
	Contract Bill No/date period. Inward Document No. & Date No. of Manpower to be provided & actually provided				
	Details	Compliance by Contractor	Verified & certified by concerned Dept.	Verified by Finance Dept.	Remarks
10./14	EMD - To be refunded/ Adjusted/ Exempted				
14	PAN Copy	Yes			
14	GST copy	Yes			
14	EPF license Copy of contractor				
14	ESI license Copy of contractor				
14	Pvt security Agency certificate				
14	Authorized representative				
17	Performance Security, BG Copy Amount & valid up to				
18	Security Deposit to be recovered (Not applicable)	N/A			

19 & 28	<p>List of Manpower deployed with Name, Date of birth, details of educational qualification, experience, category, Community status, Marital Status, age etc., enclosed address identification proof, Medical fitness, Photo ID, Scoring sheet in screening test, if any conducted by Contractor.</p> <p>* Details as per clause of section IX should be provided during the first month of the said manpower deployment and in the 1st month of additional deployment if any.</p>				
19	All statutory provisions complied				
19	Income Tax to be deducted/ lower deduction. If lower deduction certificate copy enclosed and valid up to				
19	Invoice submitted by Contractor as per GST compliance				
19	ESI/EPF card copies of manpower deployed & proof of remittance made				
20	Month for which ESI/EPF proof submitted				
20	Payment of Bonus, if any, proof of Bank account enclosed				
20	Contract labour license enclosed				
20	Insurance taken and valid upto, no. of lives				
20	Safety Shoes & gloves etc. provided wherever required				
21	Undertaking from each manpower with photo provided in the first month of such manpower deployed & each time when new manpower is deployed				

24	LD if any recoverable				
24	Any penalty/condonation for force majeure clause & its proof & approval				
25	Any recovery to be made for damages				
25	ID cards issued & worn, uniform, if applicable, were worn				
25	No dispute declaration				
26 & 27	Minimum wages paid & ESI/EPF remitted without any delay				
28	C&A verification by Police for manpower deployed, each time to be submitted new person is deployed				
28	Bio-metric attendance enclosed duly certified by the Authorised officer of the Port and bank statement copy for (i.e. Jhan Dhan Aadhar Yojana account copy statement)				
29	Any notice issued by Port to the contractor if so, No. & Date				
29	Any manpower deployed has taken more than 5 days leave consecutively or for a total of 18 days in a month & Port permitted, if so reference letter No. & Date				
29	For clause 33/IX/X, whether suitable substitute provided if so details thereof				
29	Any quarters provided if so details of Demand No. for rent , water & electricity & its payment remitted				
30	Any recovery for late attendance if so details				
30	Any penalty to be recovered for non supply of manpower				

30	a) payment disbursed before 7th of every succeeding months b) In case of bill for revised Minimum wages for previous month proof of disbursement enclosed.				
30	Pay slips to all manpower deployed issued for every month one day before the date of payment				
30	Any notice received from Port to pay minimum wages with stipulated time				
30	Any penalty for non-compliance of 30/IX/3(iii)				
31	Bill in triplicate before 10th, as per model proforma & duly incorporating all deduction due submitted				
31	Certificate of attendance enclosed				
34&31	(i) Any additional manpower request received & reference No. Date(ii)Whether such additional manpower provided within 07 days.				
	A certificate from the contractor and concerned department that all Terms & Conditions of contract has been complied with				

Note: Checklist is only indicative but not exhaustive & Contractor/ concerned department may include any other document which they may deem necessary.

PRICE BID

“Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years”

Item No.	Description	Qty.	Percentage Rate on Minimum Wages Actually distributed
1	Service/Administrative Charges in terms of percentage of Wages payable to Man powers in the cadre of Mooring Gang (Semi-skilled) & Mooring Supervisor (Skilled) work under Flotilla Supdt. at Deendayal Port, Kandla	Lump sum	

(Percentage quoted above shall be exclusive of GST & inclusive of all Taxes and Statutory charges)

Annexure F**MANPOWER REQUIREMENT SCHEDULE**

Sr. No.	No. of Person	Description	Qualification	Max. Age (in yrs. as on date of publication of NIT)	Minimum Experience in relevant field (in years)	Category
01.	07	Mooring Supervisor (Skilled)	<u>Essential:</u> (i) SSC /10 th or its equivalent from recognized Board / Institute. (ii) Certificate of Serang under ISV Act issued by the Competent Authority. (iii) Post qualification experience of three years in floating crafts. (iv) Knowledge in swimming	45 years (on attaining 35 years and above staff to be replaced)	1 year	Skilled &
02.	70	Mooring Staff (Semi-skilled)	(i) Middle School / VIIth or its equivalent. (ii) Able bodied person with at least height not less than 5'3" and unexpanded chest of 30" and expanded chest 32" . (iii) Pass the Swimming Test.			Semi-Skilled

Note:

1. As a proof for item (i), (vi) necessary self – attested copy of certificate has to be produced which has to be produced which will be verified with original certificates.
2. For item (ii) and (v) the Mooring personnel supplied by the contractor should have pass through the test conducted by the Port officials.
3. For item (iii) and (iv) the Mooring personnel supplied by the contractor should have pass through fitness test conducted by Port Medical officers (or) fitness certificate obtained from any Government Hospital.
4. If certificate furnished by the contractor on behalf of any Mooring personnel is found incorrect, the contractor must remove such employees from the contract and arrange to deploy from the contract and arrange to new contract employee within 24 hours. falling which penalty will be imposed as per section no. IX clause -2(v).

Annexure – G

NOTICE INVITING E-TENDER FOR THE WORK **"Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years"**

TENDER ACCEPTANCE AND DECLARATION ON LITIGATION AND BLACKLISTING

(To be provided on the bidder's company letter head with signature and seal)

To

Sir,

Subject: Tender Reference No.:_____for **"Providing Mooring services for marine operations at Deendayal Port Authority for a period of three years"**

WE DECLARE THAT:

1. I/We have not been involved in any litigation for the past three years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past three years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
 1. _____
 2. _____
3. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. ___ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.
6. The corrigendum(s) issued from time to time by Deendayal Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.

7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then Deendayal Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

2) Name &Address

FORMAT OF BID SECURING DECLARATION FROM BIDDERS

(On Bidders Letter head)

Bid Securing Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the Employer/ Purchaser) I/We.

The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

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

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

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

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

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

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

Bidder) Dated on _____ day of _____ (insert date

(Note: In case of a joint venture, the Bid Securing declaration must be in the name of all partners to the joint venture that submits the Bid)

Corporate Seal (where appropriate)

FORM-8 A**FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE**

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

Insurance Surety Bond No. Date :

(Name of the Contract)

To :

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

Dear Sirs,

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

We..... [Name & Address of the Insurance Company] having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto..... (@).....[days/month/year] without any demur, reservation, contest, recourse 116 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 Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be

released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

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

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

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

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

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

WITNESS

Signed for and on behalf
of the Insurance Company

1.

(Signature)

.....

(Signature)

.....

(Name)

.....

Notes:

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

(@) This date will be ninety (90) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.

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

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

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

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

4. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

5. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

SECTION – XI

DEENDAYAL PORT AUTHORITY

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

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

1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

Note: This list is only illustrative in nature.

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

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

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

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

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

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

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

dispatch inspection was carried out by Board (DPA) or not;

86

- 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.

X-X-X-X