

## NOTICE INVITING e-QUOTATIONS

### DEENDAYAL PORT AUTHORITY MECHANICAL ENGINEERING DEPARTMENT

Short Notice e-Quotation Notice No: MS/WK/GSAS/2025

Chief Mechanical Engineer (i/c), DPA, New Kandla invites Short Notice e-Quotations in online system for the work of *“Green Shipping Advisory services for Centre of Excellence at Deendayal Port Authority”*.

Estimated Cost: Rs. 1,20,27,000.00

EMD: Rs. 6,00,000.00

Tender Fee: Rs. 5,000 + 900 (present rate of GST @ 18 %) = Rs. 5,900

The e-quotation documents will be available on the websites <https://tender.nprocure.com>, <http://deendayalport.gov.in> and <http://eprocure.gov.in> up to 14.02.2025 at 14:00 hrs and the same can be downloaded and used as tender documents.

Last date and time of submission of e-Quotations is **14.02.2025 up to 14.30 hrs.**

Date and time for opening of e-Quotations is **14.02.2025 at 15.00 hrs.** Corrigendum, if any, will be placed on websites only.

Chief Mechanical Engineer (i/c)  
DEENDAYAL PORT AUTHORITY

## NOTICE INVITING e-QUOTATIONS

Details about e-Quotations:

Department Name	Mechanical Engineering Department
Circle/ Division	Circle Office, Mechanical Engineering Department, A. O. Building, Deendayal Port Authority
e-QUOTATIONS Notice No.	MS/WK/GSAS/2025
Name of Project / Work	Green Shipping Advisory services for Centre of Excellence at Deendayal Port Authority
Estimated Contract Value (INR)	Rs. 1,20,27,000.00
Period of Completion (in Months)	12 Months from the date of issue of work order
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Indian Rupee
Tender Currency Settings:	The Tenderer shall quote in Indian Currency (INR).
Qualifying Criteria:	Interested firms are required to furnish the followings for qualification towards eligibility criteria on n-Procure portal: (1) Scanned copy of GST Registration Certificate, (2) Signed & Sealed Integrity Pact, (3) Scanned copy of RTGS no. and date of transfer towards payment of Tender Fee: Tender Fee: Rs. 5,000 + 900 (present rate of GST @ 18 %) = Rs. 5,900, (4) Scanned copy of RTGS no. and date of transfer towards payment of EMD amount: Rs. 6,00,000 (Six Lakhs Rupees only) and, (5) Scanned copy of Certificate establishing the successful advisory or consultancy services related to 'Centre of Excellence' by any Ministry / Govt. / Semi Govt. / PSU / CPSE / Autonomous Body / Govt. Undertaking / Private Organizations within India.
Joint Venture	Not allowed
Rebate	Not Applicable
Tender / Bid Document Fee	Rs. 5,000 + 900 (present rate of GST @ 18 %) = Rs. 5,900.00
Bid Document Fee Payable To:	DEENDAYAL PORT AUTHORITY, GANDHIDHAM
Bid Security/ EMD:	Rs. 6,00,000.00
Bid Security/ EMD (INR) In Favour Of:	DEENDAYAL PORT AUTHORITY, GANDHIDHAM
Bid Document Downloading Start Date	04.02.2025
Bid Document Downloading End Date	14.02.2025 up to 14.00 Hrs.
Integrity Pact	Integrity Pact agreement duly signed by the bidder and two witnesses (witnesses sign also to be obtained by the bidder) is also required to be submitted in their bid.
Date & Place of Pre-Bid Meeting	Not Applicable

Last Date & Time for Receipt of Bids	14.02.2025 up to 14.30 Hrs.
Bid Validity Period	120 Days
Condition	<p>Tender Fee: Rs. 5,000 + 900 (GST) Present rate of GST is 18% Through on line transfer in Bank of Baroda, Gandhidham Branch, Account No.: 10080100022427, IFSC Code: BARBOGANKUT. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>EMD: Through on-line transfer in Bank of Baroda, Gandhidham Branch, Account No.: 10080100022427, IFSC Code: BARBOGANKUT. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>The EMD of successful Bidder will be refunded on submission of performance guarantee (as per prescribed format) as per the terms &amp; conditions and executing the agreement (in prescribed Form). The EMD of unsuccessful bidders other than L1 &amp; L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.</p> <p>EMD will be refunded Suo-motto without any application from the Bidders. The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee. Earnest Money Deposit will not carry any interest.</p> <p>Bidder is required to upload the legible scanned copy of certificate establishing the successful advisory or consultancy services related to 'Centre of Excellence' by any Ministry / Govt. / Semi Govt. / PSU / CPSE / Autonomous Body / Govt. Undertaking / any Private Organizations within India.</p>
Remarks	Terms & conditions along with the copies of documents submitted towards eligibility criteria (excluding Schedule B); in hard copies with sign and seal on each page as a token of acceptance; shall reach to the Office of Chief Mechanical Engineer, Room No. 316, A. O. Building, Deendayal Port Authority, Gandhidham (Kutch) - 370201 on or before 21.02.2025 at 15:00 hrs.
Bid Opening Date	e-Quotations will be opened on 14.02.2025 @ 15:00 Hrs.
Documents required to be submitted by scanning through online	<p>Interested firms are required to furnish the followings for qualification towards eligibility criteria on n-Procure portal:</p> <ol style="list-style-type: none"> <li>(1) Scanned copy of GST Registration Certificate,</li> <li>(2) Signed &amp; Sealed Integrity Pact,</li> <li>(3) Scanned copy of RTGS no. and date of transfer towards payment of Tender Fee: Tender Fee: Rs. 5,000 + 900 (present rate of GST @ 18 %) = Rs. 5,900,</li> <li>(4) Scanned copy of RTGS no. and date of transfer towards payment of EMD amount: Rs. 6,00,000 (Six Lakhs Rupees only) and,</li> <li>(5) Scanned copy of Certificate establishing the successful advisory or consultancy services related to 'Centre of Excellence' by any Ministry / Govt. / Semi Govt. / PSU / CPSE / Autonomous Body / Govt. Undertaking / Private Organizations within India.</li> </ol>
Officer-Inviting e-Quotations:	Chief Mechanical Engineer (i/c) Room No. 316, A. O. Building, Deendayal Port Authority, Gandhidham (Kutch) - 370 201
Bid Opening Authority :	Chief Mechanical Engineer (i/c)
Address:	Room No. 316, A. O. Building, Deendayal Port Authority, Gandhidham (Kutch) - 370 201

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# **DEENDAYAL PORT AUTHORITY**

**PHONE NO: - 02836-270484/270354**

**FAX NO: - 02836-270184**

**WEB : [www.deendayalport.gov.in](http://www.deendayalport.gov.in)**

**Mechanical Engineering Dept.**

**A. O. Building,**

**Gandhidham (Kutch)**

**PIN CODE: 370 201**

No. MS/WK/GSAS/2025

Dated: 04.02.2025

Subject: Short Notice e-Quotations for Green Shipping Advisory services for Centre of Excellence at Deendayal Port Authority - reg.

Sir,

Deendayal Port Authority has established Centre of Excellence (CoE) for Green Fuel Bunkering as a 'Not-For-Profit Society' under the Companies Act. R&D Themes would include Tidal Wave Energy, Vertical Axis Wind Turbine, Concentrated Solar, Geo-Thermal Energy, Hydrogen carriers, MCH, NaBH<sub>3</sub>, Metal Hydride etc., Standardization of Bunkering Protocols for Methanol / Ammonia Bunkering.

In this connection, e-quotations are invited for the subject work through n-Procure portal upto 14.02.2025 (14:30 hrs). The e-quotations will be opened on 14.02.2025 at 15:00 hrs.

Interested firms are required to furnish the followings for qualification towards eligibility criteria on n-Procure portal:

- (1) Scanned copy of GST Registration Certificate,
- (2) Signed & Sealed Integrity Pact,
- (3) Scanned copy of RTGS no. and date of transfer towards payment of Tender Fee: Tender Fee: Rs.5,000 + 900 (present rate of GST @ 18 %) = Rs. 5,900,
- (4) Scanned copy of RTGS no. and date of transfer towards payment of EMD amount: Rs. 6,00,000 (Six Lakhs Rupees only) and,
- (5) Scanned copy of Certificate establishing the successful advisory or consultancy services related to 'Centre of Excellence' by any Ministry / Govt. / Semi Govt. / PSU / CPSE / Autonomous Body / Govt. Undertaking / Private Organizations within India.

Accordingly, price bid / Schedule B of eligible firms ONLY, who are fulfilling the above requirements, will be opened and offer of L1 firm will be considered for award of work.

The outlined scope of the work is detailed in attached Terms and Conditions.

Further, the Terms and conditions along with the copies of above documents submitted towards eligibility criteria (excluding Schedule B); in hard copies with sign and seal on each page as a token of acceptance; shall reach to the Office of Chief Mechanical Engineer, Room No. 316, A. O. Building, Deendayal Port Authority, Gandhidham (Kutch) - 370201 on or before 21.02.2025 at 15:00 hrs.

Thanking you,

Encl.: a/a.

Chief Mechanical Engineer (i/c)  
Deendayal Port Authority

## Terms & Conditions:

[A] The advisory assignment towards successful establishment of 'Centre of Excellence' at Deendayal Port is comprising of following Milestones:

### **Milestone-1: Initial Compliance Assessment & Implementation assistance**

#### **Module 1: Governance Structure Development**

Objective: To design a robust governance framework that ensures strategic oversight, regulatory compliance, and alignment with the Deendayal Port Authority's (DPA) long-term goals, supporting its position as a leader in the international green shipping domain.

Approach: Phased and methodical approach to deliver excellence in governance structure development is necessary & comprising of followings:

- (a) Initiation and Scope Definition
  - Collaborate with DPA to clearly define the vision, goals, and scope of governance framework development for the CoE.
  - Identify key stakeholders and form a joint working group for seamless communication.
- (b) Review of Existing Practice
  - Conduct a comprehensive review of CoE's current governance policies, procedures, and structures.
  - Identify strengths and gaps in alignment with international standards and CoE requirements.
- (c) Benchmarking Best Practice
  - Analyze governance structures of leading global CoEs excelling in green shipping and sustainability.
  - Create a comparison matrix to identify areas of improvement for CoE.
- (d) Recommendation Development
  - Propose a tailored governance framework for the CoE, defining roles and responsibilities for the Board, committees, and executive leadership.
  - Align recommendations with CoE's long-term strategic objectives, focusing on innovation and sustainability.
- (e) Policy Drafting
  - Develop policies to enhance decision-making transparency, stakeholder engagement, and conflict resolution.
  - Ensure policies are comprehensive and promote accountability.
- (f) Monitoring & Evaluation Mechanism
  - Design a system to track governance effectiveness through clear metrics and periodic reviews.
  - Provide tools and templates for performance monitoring and reporting.

#### Key Deliverables

- Review of existing governance policies and practices.
- Benchmarking governance practices against leading ports globally.

- Recommendations for an improved governance structure, including roles and responsibilities of the Board, committees, and executive leadership.
- Drafting of policies to enhance decision-making transparency, conflict resolution, and stakeholder engagement.
- Development of a monitoring and evaluation mechanism to track governance effectiveness.

## Module 2: Organizational Structure Optimization

Objective: To establish an agile and efficient organizational structure that aligns with the port's operational and strategic requirements while adhering to international standards of governance.

### Approach:

- (a) Engage with stakeholders to define the mission, vision, and long-term strategic objectives for the CoE, ensuring alignment with the overarching goals of the Deendayal Port Authority.
- (b) Identify key functional domains essential for the CoE's operations, including:
  - Research and Development (R&D) for green hydrogen technologies.
  - Operations and Maintenance of bunkering infrastructure.
  - Compliance and Regulatory Affairs.
  - Strategic Partnerships and International Collaboration.
  - Financial and Administrative Support.
- (c) Undertake a detailed benchmarking exercise to study organizational structures of globally recognized Centers of Excellences (CoEs) within the Green Shipping and port operations sectors, extracting applicable best practices.
- (d) Develop an organizational framework that incorporates:
  - Defined departmental structures
  - Clear reporting lines and decision-making hierarchies.
  - Detailing roles and competencies for each functional unit.
- (f) Define roles and responsibilities to ensure:
  - Leadership roles provide strategic direction and operational oversight.
  - Operational teams are empowered to execute day-to-day activities efficiently.
  - Support teams (HR, IT, Finance) ensure seamless backend operations.
- (g) Formulate policies to enhance:
  - Transparency and accountability in decision-making.
  - Cross-functional collaboration and coordination.
  - Adherence to regulatory and operational standards.
- (h) Design a phased implementation roadmap that includes:
  - Recruitment and onboarding strategies to build a competent workforce.
  - Establishment of departmental infrastructure and technology enablement.
  - Training and capacity-building programs to ensure operational readiness.
- (i) Establish a comprehensive mechanism for monitoring and evaluating organizational effectiveness, including:
  - Metrics to assess departmental performance.
  - Regular reviews to adapt the structure to evolving requirements.
  - Assurance of alignment with the CoE's long-term strategic goals.

## Key Deliverables

- Analysis of the current organizational structure, including roles, responsibilities, and reporting lines.
- Manning Scheme basis technical experts in different departments of organization.
- Identification of gaps, redundancies, and inefficiencies in the current setup.
- Recommendations for a restructured organization, including key departments, staffing levels, and functional hierarchies.
- Definition of roles and responsibilities for leadership and operational teams.
- Alignment of the organizational structure with best practices in such CoEs.

## Module 3: Standard Operating Procedures (SOPs)

### Part A: Organizational Management Control SOPs

#### Objective

- To establish a robust framework of standardized procedures for organizational management, ensuring effective control, strategic oversight, and regulatory compliance.
- To enhance decision-making, promote accountability, and align operations with the long-term goals of DPA.

#### Approach

- (a) Process Identification
  - Identify key governance areas and management control processes that require formalized SOPs.
  - Define the scope and structure of the organizational governance framework to align with DPA's strategic objectives.
  - Map interdependencies between organizational functions to ensure comprehensive coverage in SOP development.
- (b) Stakeholder Consultation
  - Engage with senior leadership, Board members, and department heads to incorporate diverse perspectives into the framework.
  - Conduct structured interviews, focus groups, and workshops to gather inputs on operational and governance requirements.
  - Collaborate with regulatory bodies to ensure compliance with statutory requirements.
- (c) Detailed SOP Development
  - Draft SOPs that provide clarity on governance roles, committee responsibilities, and decision-making protocols.
  - Develop mechanisms for resource allocation, internal controls, and performance monitoring.
  - Integrate processes for conflict resolution, regulatory compliance.
- (d) Alignment with Global Standards
  - Benchmark against leading governance frameworks.
  - Incorporate international best practices while aligning with DPA's unique operational needs and objectives.

- (e) Continuous Improvement Mechanism
- Establish a review and feedback mechanism to refine SOPs based on evolving requirements and stakeholder inputs.
  - Incorporate digital tools for effective management, accessibility, and version control of SOPs.
  - Conduct regular training and capacity-building sessions to ensure successful implementation.

#### Key Deliverables

- Detailed SOPs for organizational management aligned with newly designed governance framework.
- SOPs for governance roles, committee structures, and resource allocation processes.
- Guidelines for performance monitoring, decision-making protocols.
- Training manuals and implementation plans to ensure smooth adoption across the organization.

#### Part B: Technical SOPs

##### Objective:

- To establish standardized procedures for technical activities, ensuring consistency, safety, and alignment with global standards.
- To enable seamless integration of green hydrogen and bunkering operations into DPA's technical workflows.

##### Approach

- (a) Process Identification
- Conduct process mapping exercises for existing technical workflows.
  - Prioritize processes critical to safety, environmental compliance, and efficiency improvements.
- (b) Stakeholder Consultation
- Collaborate with technical teams, operational staff, and industry experts to identify key technical challenges.
  - Facilitate trainings with stakeholders to define clear objectives for SOPs and ensure alignment with strategic goals.
- (c) Detailed SOP Development
- Draft SOPs for critical technical operations, including green hydrogen production, storage, handling, and transportation.
  - Develop detailed safety protocols for hydrogen bunkering, addressing risks like leakage, fire, and environmental hazards.
  - Create SOPs for operational logistics, bunkering schedules, and supply chain management.
- (d) Alignment with Global Standards
- Reference international guidelines, such as ISO standards for hydrogen and maritime safety protocols.
  - Incorporate sustainability practices to support DPA's commitment to green operations.
- (e) Continuous Improvement Mechanism



- Develop a mechanism for periodic review and updates to SOPs based on technological advancements and operational feedback.
- Implement a digital SOP management system for real-time tracking and updates.
- Conduct regular training to ensure staff preparedness and compliance.

#### Key Deliverables

- SOPs for green hydrogen handling, storage, and transportation, with a focus on safety and environmental compliance.
- Detailed operational guidelines for bunkering activities, logistics management.
- Safety protocols addressing risk mitigation and emergency response for technical workflows.
- Framework for monitoring and evaluating SOP effectiveness, incorporating continuous feedback and updates.

### Module 4: Mandatory Compliance

Objective: To enable seamless adherence to regulatory, environmental, and operational standards, ensuring the Center for Excellence for Port Operations achieves optimal efficiency, safety, and sustainability while maintaining compliance with global and local mandates.

#### Approach

##### (a) Regulatory Compliance:

Purpose: To identify and ensure the CoE's adherence to relevant domestic and international regulatory frameworks, ensuring legal and operational alignment with required standards.

##### Methodology:

- Conduct a comprehensive review of national and international regulatory requirements that apply to establishment and operations of CoE.
- Map out the required customs, labor, trade compliance, and other port-specific legal mandates.
- Propose a structured compliance management system to ensure continuous alignment with the evolving regulatory landscape, ensuring the CoE operates within the boundaries of the law.

##### (b) Operational Compliance

Purpose: To ensure operational processes at the CoE meet global standards and best practices, particularly those related to safety, quality, and risk management.

##### Methodology:

- Aligning CoE to adhere the international standards such as ISO 9001 (Quality Management), ISO 14001 (Environmental Management), and ISO 18001 (Occupational Health and Safety Management), or otherwise applicable.
- Establish a framework for continual safety and risk management, ensuring the CoE's operations remain safe, effective, and efficient.
- Develop a robust reporting and review system to assess and mitigate operational risks across the facility.

##### (c) Environmental Compliance

Purpose: To ensure that all operations are compliant with environmental regulations and that the CoE contributes to sustainable port practices, including the achievement of environmental certifications.

Methodology:

- Develop and implement an environmental management system to ensure compliance with local and international environmental laws and protocols, such as emissions control, waste management, and biodiversity preservation.
- Recommend specific actions for obtaining green port certifications and advancing environmental, social, and governance (ESG) goals, ensuring the CoE meets or exceeds the latest environmental standards and practices.
- Monitor and enforce sustainability initiatives, ensuring environmental compliance across all CoE activities.

(d) Monitoring & Auditing:

Purpose: To establish a robust compliance monitoring and auditing framework that ensures ongoing adherence to all regulatory, operational, and environmental standards.

Methodology:

- Develop a system for regular compliance audits, including gap analyses to identify areas where current operations may be falling short of regulatory or operational standards.
- Deploy real-time monitoring systems to provide continuous data on operational and environmental performance, enabling proactive measures to address compliance issues before they escalate.
- Establish a continuous improvement process, where audit findings inform corrective actions, ensuring that the CoE remains aligned with the highest standards of compliance.

(e) Other Applicable Compliance Frameworks:

Purpose: To ensure that all other relevant local and international frameworks are identified and complied with, ensuring the CoE operates optimally within the regulatory environment.

Methodology:

- Review additional frameworks or certifications that may apply to port operations, such as local health and safety codes, human rights standards, and financial compliance.
- Ensure the CoE adopts a holistic approach to compliance, integrating frameworks that cover all aspects of port operations, from governance to labor practices.
- Provide actionable steps for ensuring compliance with these frameworks and maintaining a culture of accountability and transparency.

Key Deliverables

1. Regulatory Compliance Report: A comprehensive report outlining the relevant domestic and international regulatory frameworks applicable to the CoE, detailing requirements for compliance and proposing a compliance management system.
2. Operational Compliance Framework: A detailed framework for the implementation and monitoring of operational standards, including ISO certifications and safety protocols, ensuring

adherence to quality management, occupational health and safety, and environmental management standards.

3. Environmental Compliance Strategy: A comprehensive environmental strategy focused on emissions control, waste management, and biodiversity preservation, alongside a roadmap for achieving green port certifications and supporting ESG goals.
4. Compliance Monitoring and Auditing Plan: A detailed plan for regular compliance audits, real-time monitoring, and gap analysis, ensuring continuous improvement and adherence to regulatory and operational standards.
5. Recommendations on Additional Compliance Frameworks: A report identifying and recommending other relevant compliance frameworks and standards, such as health and safety codes, trade compliance, and labor regulations, and proposing strategies to integrate them into the CoE's operations.

## Module 5: Intellectual Asset & Collaboration Management Module

### Objective

- To establish a comprehensive framework for managing intellectual property rights (IPR), fostering strategic collaborations with industries and academia, and ensuring sustainable revenue generation through equitable financial and revenue-sharing arrangements.
- To enhance innovation and protect valuable intellectual assets, while driving effective partnerships that align with organizational goals.

### Approach

- (1) IPR Management: Protocol for IPR
  - (a) Identification of Intellectual Assets

Conduct a comprehensive assessment of all intellectual assets, including patents, trademarks, copyrights, proprietary technologies, and trade secrets.
  - (b) IPR Protocol Development
    - Develop and implement an internal protocol for identifying, registering, and protecting intellectual property within the organization.
    - Define the roles and responsibilities of different departments (e.g., legal, R&D, technology) in IPR management.
  - (c) Protection and Enforcement
    - Establish procedures for registering patents and copyrights, filing trademarks, and defending against infringements.
    - Define a clear process for monitoring, reporting, and addressing potential IPR violations.
  - (d) Commercialization of IPR
    - Create guidelines for licensing, technology transfer, and joint ventures that maximize the value of intellectual assets.
  - (e) Compliance and Global Standards
    - Ensure compliance with national and international IPR laws and standards, including WIPO (World Intellectual Property Organization) protocols and local legal frameworks.

- (2) Interface with Industries / Academia: Framework
  - (a) Collaboration Objectives
    - Define clear objectives for collaboration with industries and academia, aligned with the organization's long-term strategic goals.
    - Focus on joint research, product development, innovation, and access to industry and academic networks.
  - (b) Formalizing Partnerships
    - Develop a framework for establishing formal partnerships, including Memoranda of Understanding (MoUs), joint development agreements, and non-disclosure agreements (NDAs).
  - (c) Collaborative Platforms
    - Establish industry-academia innovation hubs, workshops, and joint R&D centers to foster continuous knowledge exchange.
    - Create digital platforms for sharing research outcomes, technical papers, and patents.
  - (d) Roles and Responsibilities
    - Clearly define the roles of all stakeholders (internal teams, academic institutions, industry partners) in collaborative efforts.
    - Set expectations regarding deliverables, timelines, intellectual property rights, and publication agreements.
  - (e) Innovation Ecosystem
    - Develop an ecosystem to support the translation of research outcomes into commercial applications, focusing on scaling up technologies, especially in green energy and sustainable industries.
- (3) Revenue Sharing Mechanism
  - (a) Equitable Profit-Sharing Framework
    - Develop a transparent revenue-sharing mechanism that defines the financial contributions and expected returns from each partner (internal and external).
    - Outline the distribution of profits derived from the commercialization of intellectual assets, such as royalties, licensing fees, and joint venture profits.
  - (b) Calculation of Contributions
    - Create a system for calculating financial contributions from different parties, including cash, resources, intellectual assets, and expertise.
  - (c) Incentive Structures
    - Establish incentive structures that reward research teams, academic collaborators, and external partners based on predefined metrics (e.g., milestones, profitability).
  - (d) Dispute Resolution
    - Define clear protocols for handling disputes related to revenue sharing, including mediation, arbitration, and legal recourse mechanisms.
  - (e) Monitoring and Transparency
    - Develop a monitoring system for tracking revenue generation, profit distribution, and compliance with the agreed revenue-sharing structure.
- (4) Financial Arrangements: Fund Flow
  - (a) Identification of Funding Sources

- Identify and secure multiple funding sources, including government grants, private investments, CSR contributions, and joint venture financing, and possible international funding also to support collaborative projects.
- (b) Financial Planning and Allocation
- Develop a financial planning framework for the allocation of funds across various projects and initiatives, ensuring alignment with overall organizational goals.
- (c) Cost-Sharing Agreements
- Develop cost-sharing arrangements with external collaborators to define the proportion of expenses borne by each party.
  - Ensure that financial obligations are clearly stated in collaboration agreements to avoid misunderstandings.
- (d) Cash Flow Management
- Implement a transparent cash flow management system to track incoming funds, project expenses, and the distribution of profits from commercialization.
  - Develop a timeline and process for regular financial reporting and audits to ensure financial transparency.
- (e) Sustainability and Long-Term Financing
- Establish mechanisms for long-term sustainability of collaborative projects, including reinvestment strategies, funding for scaling up innovations, and future revenue generation.

### Key Deliverables

- (1) IPR Management
- An IPR protocol document detailing the identification, protection, commercialization, and compliance processes for intellectual assets.
- (2) Interface with Industries / Academia
- A framework for collaboration, including formal partnership agreements, roles and responsibilities, and collaborative innovation initiatives.
- (3) Revenue Sharing Mechanism
- A documented revenue-sharing mechanism with clear financial distribution models, dispute resolution procedures, and incentive structures.
- (4) Financial Arrangements
- A comprehensive fund flow plan that outlines funding sources, cost-sharing models, and financial monitoring systems for collaborative initiatives.

## Milestone 2: Achievement of ISO Certification & Standards

### Module 6: Implementation of ISO Standards

#### Objective:

- The objective of this module is to guide the Center for Excellence (CoE) in achieving certification for internationally recognized ISO standards, specifically those that enhance sustainability, ethical practices, operational efficiency etc.

- By implementing ISO standards such as ISO 26000 (Social Responsibility), ISO 20400 (Sustainable Procurement), and ISO 37001 (Anti-Bribery Management), the CoE will reinforce its commitment to global best practices, improve its global positioning, and ensure compliance with international standards for sustainability and ethical governance.

## Approach

### (a) Gap Analysis for ISO Compliance

Purpose: To assess the CoE's existing policies, practices, and procedures against the relevant ISO standards to identify gaps in compliance.

Methodology:

- Perform a comprehensive review of current practices to determine the level of alignment with ISO 26000, ISO 20400, and ISO 37001.
- Conduct interviews and workshops with key stakeholders to identify areas of non-compliance and areas for improvement.
- Benchmark the CoE's practices against industry leaders who have successfully implemented these ISO standards, highlighting areas for necessary adjustments.

### (b) Development and Implementation of Policies and Procedures

Purpose: To create and implement policies, procedures, and action plans that align with the requirements of the identified ISO standards.

Methodology:

- Develop customized policies and procedures that ensure compliance with ISO 26000 (Social Responsibility), ISO 20400 (Sustainable Procurement), and ISO 37001 (Anti-Bribery Management).
- Draft clear, actionable guidelines and processes for the implementation of sustainable procurement practices, social responsibility frameworks, and anti-bribery measures.
- Ensure that the policies are integrated into the CoE's operations, establishing internal controls and guidelines for ongoing compliance.

### (c) Internal Audits and Readiness Assessments

Purpose: To conduct internal audits and assessments to determine the CoE's readiness for ISO certification.

Methodology:

- Perform internal audits to evaluate the effectiveness and compliance of newly implemented policies and procedures.
- Identify areas that require further improvement or refinement before the official certification process begins.
- Provide recommendations for corrective actions to ensure that the CoE is fully prepared for external certification audits.

### (d) Coordination with Certification Bodies

Purpose: To facilitate the ISO certification process by engaging with recognized certification bodies.

Methodology:

- Identify and coordinate with internationally recognized ISO certification bodies to initiate the certification process.
- Provide documentation, reports, and evidence of compliance to support the certification application.

- Collaborate with the certification bodies to address any queries or additional requirements during the certification process.

(e) Capacity Building for Staff

Purpose: To ensure that the CoE's staff is equipped with the knowledge and skills required to maintain compliance with ISO standards.

Methodology:

- Develop and implement training programs focused on the specific requirements of ISO 26000, ISO 20400, and ISO 37001 etc.
- Conduct workshops and seminars for staff at all levels to ensure a deep understanding of the ethical, sustainable, and operational practices associated with these ISO standards.
- Establish a system for ongoing training and support to maintain long-term compliance and facilitate continuous improvement in the CoE's practices.

Key Deliverables

- Gap Analysis Report: A comprehensive gap analysis report identifying the areas where the CoE's current practices do not comply with ISO 26000, ISO 20400, and ISO 37001, along with actionable recommendations for improvement.
- ISO Compliance Policies and Procedures: A set of detailed policies and procedures aligned with ISO standards that outline the processes required to meet the relevant ISO requirements, focusing on sustainability, procurement, and anti-bribery measures.
- Internal Audit and Readiness Assessment Report: A detailed internal audit report that assesses the CoE's readiness for ISO certification, including any corrective actions needed to achieve full compliance.
- Certification Coordination Plan: A document outlining the steps, timelines, and coordination required for obtaining ISO certification, including engagement with certification bodies and submission of compliance documentation.
- Training and Capacity Building Plan: A training and capacity building plan to ensure that CoE staff are equipped to maintain compliance with ISO standards, including training schedules, materials, and workshops.

**Milestone 3: Global Positioning**

**Module 7: Sustainability Reporting**

Objective: The objective of this module is to develop a comprehensive sustainability report for the CoE of the Deendayal Port Authority (DPA), aligned with global reporting standards. These reports will reflect DPA's commitment to sustainable practices and demonstrate transparency in its environmental, social, and governance (ESG) performance. The sustainability reports will not only meet global standards but also help DPA showcase its efforts towards sustainability and build trust with stakeholders, regulatory authorities, and the public.

Approach

- (a) Assessment of Current Sustainability Initiatives and Data Collection Processes

Purpose: To evaluate the existing sustainability initiatives within DPA and assess the data collection processes that are currently in place.

Methodology:

- Review of CoE's current sustainability programs, policies, and activities, including environmental protection, social responsibility, and governance initiatives.
- Conduct interviews and workshops with key internal stakeholders to identify existing data sources and systems used for tracking sustainability metrics.
- Perform an audit of existing sustainability reporting practices, identifying strengths and areas for improvement in data collection and reporting processes.

(b) Development of a Sustainability Reporting Framework

Purpose: To establish a robust sustainability reporting framework that aligns with internationally recognized reporting standards, such as the Global Reporting Initiative (GRI), United Nations Sustainable Development Goals (UN SDGs) aligning with other CoE for green hydrogen and bunkering international frameworks, if any.

Methodology:

- Develop a customized sustainability reporting framework for CoE, mapping out the structure, processes, and metrics for reporting on environmental, social, and governance (ESG) factors.
- Ensure the reporting framework adheres to best practices from global standards, such as GRI and integrates CoE's unique sustainability goals and performance indicators.
- Establish clear guidelines for the frequency of reporting, the scope of data, and the target audiences for the sustainability reports.

(c) Identification of Key Performance Indicators (KPIs) for ESG Metrics

Purpose: To define and prioritize the key performance indicators (KPIs) that COE will track and report on to demonstrate progress in sustainability and ESG objectives.

Methodology:

- Identify relevant ESG KPIs across environmental, social, and governance areas, ensuring alignment with DPA's sustainability goals and global reporting standards.
- Establish quantifiable targets for each KPI to track CoE's sustainability performance, such as greenhouse gas emissions, energy efficiency, water usage, waste management, social impact, and governance practices.
- Ensure that the KPIs reflect both short-term and long-term sustainability objectives, allowing CoE to monitor and adjust its strategies as needed.

(d) Preparation of the Annual Sustainability Report

Purpose: To compile the sustainability data, analysis, and findings into a comprehensive annual sustainability report that meets global standards and showcases DPA's sustainable development efforts.

Methodology:

- Collect and analyze data for the identified ESG KPIs, ensuring accuracy, consistency, and transparency in reporting.
- Draft a detailed sustainability report that highlights CoE's achievements, challenges, and future sustainability objectives, with a focus on how the organization is contributing to the UN SDGs.
- Incorporate visual elements such as charts, graphs, and infographics to present the data in an engaging and understandable manner.



(e) Training for Internal Teams on Sustainability Data Collection and Reporting

Purpose: To build internal capacity for ongoing sustainability reporting by training DPA's teams on the data collection, analysis, and reporting processes.

Methodology:

- Develop a training program tailored to CoE's specific sustainability reporting needs, focusing on the importance of accurate data collection and the requirements for global reporting standards.
- Conduct workshops and training sessions for key personnel involved in sustainability data collection and reporting, ensuring they understand the significance of the KPIs and the role they play in achieving CoE's sustainability goals.
- Provide continuous support and resources to ensure the team can maintain consistent and effective sustainability reporting in future years.

Key Deliverables

- Sustainability Assessment Report: A detailed assessment report evaluating CoE's existing sustainability initiatives and data collection practices, identifying areas for improvement and alignment with global standards.
- Sustainability Reporting Framework: A comprehensive framework for sustainability reporting that outlines the structure, methodology, and KPIs for ESG reporting in line with GRI, CSRD, and UN SDGs.
- Key Performance Indicators (KPIs) for ESG Metrics: A set of clearly defined and prioritized KPIs for tracking CoE's sustainability and ESG performance across environmental, social, and governance dimensions.
- Annual Sustainability Report: A fully developed sustainability report that includes all relevant data, analysis, and insights related to CoE's sustainability initiatives, with a focus on progress toward global standards and sustainability goals.
- Training and Capacity Building Plan: A structured training program for internal teams, including training materials and workshops, to ensure they are equipped to collect, analyze, and report sustainability data effectively and consistently.

**[B]** Timelines:

Sr. No.	Milestone	Module	Timelines											
			M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
1	Milestone -1 Initial Compliance Assessment & Implementation assistance	Governance Structure Development	█	█										
		Organizational Structure Optimization		█	█	█								
		Standard Operating Procedures (SOPs) Part A: Organizational Management Control SOPs Part B: Technical and Operational SOPs		█	█	█	█	█	█	█	█	█		
		Mandatory Compliance	█	█	█	█	█	█	█	█	█	█	█	█
		Intellectual Asset & Collaboration Management Module			█	█	█	█	█	█	█	█		
2	Milestone -2 Achievement of ISO Certification & Standards	Implementation of ISO Standards				█	█	█	█	█	█			
3	Milestone-3 Global Positioning	Sustainability Reporting	█	█	█	█	█	█	█	█	█	█	█	

Total time period for completion of assignment will be 12 months from the issuance of Work Order. Defect Liability period of 12 months will be applicable from completion of last module.

**[C] Payment Milestones:**

Sr.	Milestones	Modules	Activities	Payment Breakup on each module of Schedule B
1	Initial Compliance Assessment & Implementation assistance	1. Governance Structure Development	1. Submission of Draft Report	40 %
			2. Submission of Final Governance Structure	60 %
		2. Organizational Structure Optimization	1. Submission of Draft Report	40 %
			2. Submission of Final Report	60 %
		3. Standard Operating Procedures (SOPs)	1. Submission of Draft Report (Part A)	20 %
			2. Submission of Final SOPs (Part A)	30 %
			3. Submission of Draft Report (Part B)	20 %
			4. Submission of Final SOPs (Part B)	30 %
		4. Mandatory Compliance	1. Submission of GAP Assessment Report	30 %
			2. Submission of Compliance Guidance Report	35 %
3. Assistance in Implementation of Guidance Report	35 %			
5. Intellectual Asset & Collaboration Management Module	1. Inception Report	15 %		
	2. Draft Report	30 %		
	3. Final Report	55 %		
2	Achievement of ISO Certifications and Standards	6. Implementation of ISO Standards	Complete assurance / compliance report towards ISO Standards	100 %

3	Global Positioning	7. Sustainability Reporting	Submission of Draft Report	40 %
			Submission of Final Report	60 %

Part payments as per above breakup will be allowed.

**[D] Other terms and conditions:**

1. All costs and expenses towards manpower, expertise and resources including transportation, communication, residential facilities etc. will be borne by Advisory firm.
2. The Advisory firm will have to execute a legally binding undertaking towards non-disclosure of any information related to the project without approval of Competent Authority. The firm will also have to ensure and declare no Conflict of interest before accepting the assignments.
3. All documents generated during the assignment, will be the property of DPA and the firm will guarantee no claim / restrictions in any means.
4. Compatible team / expertise / manpower hiring will be in scope of Advisory firm, which shall be at par with the requirement of advisory assignment. However, in case of any additional requirement in Advisory contract, the firm shall arrange expertise / additional staff without any additional cost.
5. All expenses of engaged manpower(s) towards transportation, insurance, allowance(s), communication, stay, food, salary etc. will be in scope of Advisory firm. One compatible manpower – to be nominated as ‘Manager (CoE- Advisory Services)’; shall be deployed on full time basis at Deendayal Port till completion of all modules for the effective liasoning / presentation purpose. From DPA side, Nodal Officer of Hydrogen Cell will deal all matters pertaining to this work including certification for release of payment.
6. Payment Terms: All payments shall be made in Indian rupees unless specifically mentioned. The payment shall be made through RTGS / NEFT; the contractor shall furnish all the details required by DPA.
7. Performance Security  
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.
  - (1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of BG/FDR/Digital Transfer within 21 days, on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
  - (2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
  - (3) The Deendayal 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.
  - (4) The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of BG/FDR/Digital Transfer from any nationalized bank/scheduled bank (Except co-operative bank) having its branch at Gandhidham.  
It is the responsibility of the concerned department to ensure that the BG should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the concerned contractor, including Defect Liability Period.
  - (5) The Deendayal 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.
8. Liquidated Damages:
  1. In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½ % of the contract value per week of delay or part thereof subject to a maximum of 10 % of the contract price.

2. The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf percent (½ %) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
3. The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
4. The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
5. In the event of such termination of the contract as described in clauses 3. or 4. or both, the employer shall be entitled to recover LD up to ten percent (10 %) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
6. In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.
9. The offer shall be valid for 120 days from last date of opening of first cover / opening of the e-quotations.
10. Taxes:  
 GST Clause: The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.  
 Deduction of Income Tax and GST: Income-Tax deductions and surcharge and GST + TDS under GST Act as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.  
 Tax: The rates quoted (except GST) by the contractor shall be deemed to be inclusive of the taxes, duties etc. (except GST) which the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
11. While performing under the contract, the damages caused by the Contractor or his workers to any of the Port property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair / replace the damage, DEENDAYAL PORT AUTHORITY shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Nodal officer, DPA shall be conclusive.
12. DPA reserves the right to cancel the quotation without assigning any reasons. Further, during the execution of work, DPA reserves the right to decrease the quantum of work by omission of any specific module by written communication and no compensation will be applicable for the leftover tasks.
13. Procedure for signing Integrity Pact:
  - (1) The Employer / Authorized Person of Employer has signed the IP in the presence of a witness from their side, who has also affixed his / her signature thereof and then the same IP has been uploaded on n-procure portal;
  - (2) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his / her signature on the IP Agreement in the presence of a witness from his / her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the Potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
  - (3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he / she shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days, failing which Bid of potential Bidder shall be treated as disqualified.

14. Tender Fee: Rs. 5000 + 900 (GST) Present rate of GST is 18% Through on line transfer in Bank of Baroda, Gandhidham Branch, Account No.: 10080100022427, IFSC Code: BARBOGANKUT. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.
15. EMD: Through on-line transfer in Bank of Baroda, Gandhidham Branch, Account No.: 10080100022427, IFSC Code: BARBOGANKUT. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.
- The EMD of successful Bidder will be refunded on submission of performance guarantee (as per prescribed format) as per the terms & conditions and executing the agreement (in prescribed Form). The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- EMD will be refunded Suo-motto without any application from the Bidders. The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- Earnest Money Deposit will not carry any interest.
16. Bidder is required to upload the legible scanned copy of certificate establishing the successful advisory or consultancy services related to 'Centre of Excellence' by any Ministry / Govt. / Semi Govt. / PSU / CPSE / Autonomous Body / Govt. Undertaking / any Private Organizations within India.
17. In case of any mis-match in documents uploaded on n-Procure and hard copy submission, documents submitted on n-Procure portal will be considered eligibility criteria.
18. Contract Agreement: The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) from the date of issue of Letter of Award.
- The successful Bidder will be required to execute an agreement at his expense on three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format for the due and proper fulfilment of the contract within 14 days (national Bid) from the date of Letter of Award.
- Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- The contract period shall be reckoned from the date of issue of work order to commence the work.
- The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs. 300/-).
- The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- The entire agreement should be in type written form/ computer printed form.
- Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided. All corrections / additions made in the agreement are to be initialed.
19. The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:
- (a) defines the following for the purpose of these provisions:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded the contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD / SD / BG of the bidder, apart from blacklisting the firm for the period decided by DPA.

20. Arbitration Clause:

1. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
2. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.  
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.
3. It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
4. It is a term of this contract that only such questions and disputes as were raised during the progress of other 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 the parties during the guarantee period after completion of the work.
5. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
6. It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
7. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
8. The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
9. The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
10. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
11. 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.
12. It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
13. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

21. FORCE MAJERE: This shall be restricted to acts of GOD only.

22. The contractor will follow all statutory laws & prevailing rules such as labor laws, insurance norms etc.

23. All the rules and regulations governing at DPA will be applicable.

Chief Mechanical Engineer (i/c)  
Deendayal Port Authority

**Schedule B**

Sr.	Milestones	Modules	Qty.	Unit	Rate (in Rs.)	Amount (in Rs.)
Green Shipping Advisory Support for Centre of Excellence at Deendayal Port Authority (in accordance with the listed term & Conditions)						
1	Initial Compliance Assessment & Implementation assistance	1. Governance Structure Development	1	Assignment		
		2. Organizational Structure Optimization	1	Assignment		
		3. Standard Operating Procedures (SOPs)	1	Assignment		
		4. Mandatory Compliance	1	Assignment		
		5. Intellectual Asset & Collaboration Management Module	1	Assignment		
2	Achievement of ISO Certifications and Standards	Implementation of ISO Standards	1	Assignment		
3	Global Positioning	Sustainability Reporting	1	Assignment		
Total						

Total Amount in figures ( \_\_\_\_\_ )  
 GST Charges shall be extra.

Signature of Advisory Service Provider with seal

Chief Mechanical Engineer (i/c)  
 Deendayal Port Authority

## INTEGRITY PACT

Between

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

and

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

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

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

### **Section 1 - Commitments of the Principal**

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved



in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to

obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor

for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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


#### Section 9 - Pact Duration

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

#### Section 10 - Other Provisions

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

  
\_\_\_\_\_  
**मुख्य यांत्रिक अभियंता**  
**दीनदयाल पोर्ट प्राधिकरण**  
**Chief Mechanical Engineer**  
**Deendayal Port Authority**  
(Office Seal)

Signature of Witness: 

(Name & Address)

Nival Modi  
A.O. Building  
Deendayal Port Authority  
Gandhidham

Place : Gandhidham

Date : \_\_\_/\_\_\_/20\_\_\_

\_\_\_\_\_  
(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature of Witness:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per agreement enclosed) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr.

Gopal Dhawan, Ex CMD, MECL have been appointed by DPA as independent External Monitors and whose address are as under:

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.)  
Qrs. No. 5/9, Unit -9, Bhoi Nagar,  
Bhubaneswar-751022,  
Mobile No. 9437002530  
Email : [amiyaifs@gmail.com](mailto:amiyaifs@gmail.com)

2. Dr. Gopal Dhawan, Ex CMD, MECL  
House No. 120, Jal Shakti Vihar,  
(NHPC Society) P4, Builders Area,  
Greater Nodia, Gautam Budh Nagar,  
Uttar Pradesh-201315,  
Mobile No. 8007771467,  
Email: [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

**LETTER OF AWARD FORMAT**

No: \_\_\_\_\_

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

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No.

Ref: Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

With reference to your above offer and subsequent correspondences on the subject, we are pleased to inform you that your offer has been accepted by the competent authority and you are hereby requested to initiate actions for fulfilment of all necessary formalities, as indicated in the tender document for the above said work, at the earliest.

The Engineer-in-Charge for this work shall be Mr.\_\_\_\_\_.  
Agreed Schedule date of commencement of the work is \_\_\_\_\_ and Schedule date of completion of the work is \_\_\_\_\_. Total Contract Price is ₹\_\_\_\_\_.

You are requested to sign the Agreement and fulfil other formalities as per the Tender conditions.

**Yours Faithfully,**

**(Signature of the controlling Officer)**

**Chief Mechanical  
Engineer Deendayal  
Port Authority**

## **SPECIMEN CONTRACT AGREEMENT**

(To be executed on Rs.300.00 non-judicial stamp paper)

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

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the Board of Deendayal Port of Authority a body corporate under Major Ports Authorities Act, 2021 have its Administration Office Building at Gandhidham ( Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office ) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address ) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors , administration , representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of \_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHEREAS

- 1) The Contractor has deposited a sum of Rs.\_\_\_\_ (Rupees\_\_\_\_\_only) as security deposit in the form of BG/FDR/Digital Transfer for the due fulfilment of all the conditions of the contract.
- 2) Balance amount of Rs.\_\_\_\_\_ to be recovered from the work bills.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Executive Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender

i.e. 'Cover-I'.

ix) Bank Guarantee/Digital Transfer/FDR for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address \_\_\_\_\_  
Seal

Signature of Contractor

2. Name & Address \_\_\_\_\_  
Seal

Signed, sealed and delivered by Shri \_\_\_\_\_ on behalf of the Board in presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

(Chief Mechanical Engineer)  
Deendayal Port Authority

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

1. \_\_\_\_\_

2. \_\_\_\_\_

Secretary  
Deendayal Port Authority



**SPECIMEN**

**TOWARDS PERFORMANCE GUARANTEE / SECURITY  
DEPOSIT**

(To be executed on non-judicial Stamp Paper of appropriate value)

To,  
The Board of Deendayal Port Authority,  
DEENDAYAL PORT AUTHORITY  
A.O. Building, P.O.Box No.50,  
Gandhidham-Kutch.

1. In consideration of the Board of Deendayal Authority of incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide \_\_\_\_\_  
\_\_\_\_\_(Name of the Department)'s letter No. \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_  
\_\_\_\_\_ covered under Tender No. \_\_\_\_\_  
dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_  
\_\_\_\_\_(Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

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

4. We, \_\_\_\_\_ (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 \_\_\_\_\_ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall 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.

5. 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 contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein :

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

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

(c) We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).

10.

(i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date day of \_\_\_\_\_20

For (Name of Bank)

(Name)  
Signature

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

Date:

To,

The Board of Authority of Deendayal Port

Dear Sir,

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

We confirm having issued the above mentioned guarantee  
favoring your selves, issued on account of M/s. \_\_\_\_\_  
\_\_\_\_\_ Validity for expiry upto  
date \_\_\_\_\_ and claim expiry date up to \_\_\_\_\_ We also confirm 1)  
\_\_\_\_\_ 2) \_\_\_\_\_ is/are empowered to sign such  
Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

**Name of signature of Bank Officer**