



VADHVAN PORT PROJECT LIMITED

FINANCE DEPARTMENT

Tender For Engagement of Insurance Advisor

January, 2025

**Administration Building,
1st Floor, Finance Dept
Sheva, Navi Mumbai: 400 707.**

Fin/Dir/Insurance Advisor/2024-25

Date 21stJanuary,2025

To,

_____.

Dear Sir,

The Port is planning to engage Insurance Advisor on contract basis for **VPPL**, initially for a period of one year in a two Bid system (Technical and Price Bid).

Copy No. _____ of the tender document is enclosed.

You are strongly advised to read the whole document carefully and submit your proposal strictly meeting with the requirements spelt out in the proposal document.

Please note that if your submission is found deficient with reference to the requirements spelt out in the proposal document, it may be rejected.

Thanking you,

Yours faithfully,

Director(Finance),VPPL

VADHVAN PORT PROJECT LIMITED
FINANCE DEPARTMENT
(TENDER NOTICE)

Fin/Insurance advisor/

dated 21/01/2025

Vadhvan Port Project Limited (VPPL) invites on line application from interested parties (Applicants) in accordance with Tender Document for selection of Insurance Advisor.

Name of the work: Tender For Engagement of Insurance Advisor

Cost of TENDER document: Rs11,800/-

The detailed tender programme can be viewed and tender documents can be down loaded from the VPPL website " [VADHVAN PORT PROJECT LIMITED](#) or Central Public Procurement Portal "[Government eProcurement System](#)" The cost of tender document has to be submitted in a separate envelop in the form of Demand Draft drawn in favour of VPPL or through RTGS before the schedule date & Time of opening of tender. The downloading of document shall be carried out strictly as provided on website.

Tender

Downloading of Tender document	11.02.2025
Last date of receiving queries clarification	The Last date of receiving queries clarification till the day of Pre bid
Pre Bid Meeting	30.01.2025
Tender Validity	120 days
Opening of Proposals	12.02.2025
Contact Person	G K DAS, Director(Finance) Director2@vadhvanport.in Info@vadhvanport.in

RTGS Details

a	Name of the Bank	Bank of India
b	Name of the Branch	Port Users Building (PUB) Branch, Nhava
c.	SB Account No	123220110000400
d	IFSC Code	BKID0001232
e	Beneficiary's Name	Vadhvan Port Project Limited

APPLICATION FOR
Engagement of Insurance advisory on contract basis for VPPL.
INDEX

Sr. No.	Description	Page No.
1	Cover pages and covering letter	1 to 2
2	Tender Notice	3 to 4
2	Index	5
3	Scope of Work	6
4	Criteria for Evaluation of Proposals	7 to 11
5	Annexure-I – Evaluation Chart	12 to 16
6	Annexure-II- Financial Proposal	17
7	Forms	18-

SCOPE OF WORK FOR THE INSURANCE ADVISOR

The scope of work for the Insurance advisor covers the following aspects. However, VPPL may modify the scope of work at any point of time depending upon its needs and would be mutually discussed and agreed with appointed advisor

- a. The selected insurance advisor will have to sign a non-disclosure agreement with VPPL
- b. Based on the various insurance needs /requirements of VPPL the selected advisor would assist VPPL in designing the insurance clauses for the contractors.

Detailed evaluation of various Insurance requirements of VPPL Based on the evaluation the insurance advisor will design detailed and customized insurance clauses to be used by VPPL in their contracts and review the policy taken by the contractors and advise the VPPL for correct method of Investment taken by committee

The successful bidder will have to quote a consulting fee format attached as per annexure -X.

Claim Management

- a. Drafting of the detailed Claims Procedure

Miscellaneous Services

- a. Keeping informed of the latest IRDAI/GI Council/Industry regulations & guidelines,
- b. Advising VPPL on developments in the Insurance Industry having impact on to VPPL and recommending suitable actions to VPPL to ensure least impact due to changing regulations.

Eligibility Criteria (please submit all supporting documentation)

The insurance Advisor must:

- A. Be registered under The Companies Act, 2013 (amended from time to time) review.
- B. Hold valid Indian GST registration and Indian PAN at the time of submission of TENDER.
- C. Have minimum 5 qualified persons who have insurance domain knowledge of minimum 10 years each
- D. Have experience of operating as an IRDAI Licensed Composite Insurance Broker for at least 05 consecutive years as on 31.03.2024.
- E. Have an experience of handling direct corporate insurance business for at least 05 consecutive years as on 31.03.2024.
- F. Have a positive net worth consecutively for the last 03 financial years as on 31.03.2024.
- G. Have a minimum annual turnover of Rs. 100 Crores only from corporate broking activity for each of the past 03 years as on 31.03.2024.
- H. Have expertise and handled new infra structure on construction offshore.

The Advisor shall be selected based on the criteria at Annexure I.

Note: Valid documentary evidence in support of the above duly attested by the Authorized Official Signatory, must be submitted, failing which the offer shall be summarily rejected.

With regard to work experience certificate of works executed in private agencies to qualify for the work, TDS Certificate along with work order and completion certificate shall be submitted / uploaded along with bid.

Confidentiality Agreement:

The documents handled during the tenure of the contract by the bidder should be treated as strictly confidential and cannot be used for any other purpose other than the matter exclusively related to VPPL for the mentioned scope of work mentioned above. Post selection for empanelment, the will sign a Non-

Disclosure Agreement with VPPL

All pages of the bidders tender must be signed by the authorized signatory with page serial numbers. The documents should be arranged in sequence as mentioned in the tender.

Duration of Contract/Policy

The initial engagement period will be for one year. Any extensions will require mutual agreement of the appointed advisor and VPPL's management with same terms and conditions. VPPL reserves the right to terminate the appointment at any time if the services are deemed unsatisfactory.

Other Conditions:

- a) At any time prior to the deadline for submission of proposal, VPPL may for any reason, modify the proposal. The prospective Bidder will be notified of amendment, if any and such amendment shall be binding on the Bidders.
- b) During presentation, VPPL may seek clarifications with respect to the Bid submitted. Bidders should respond with the explanation within the time frame specified.
- c) VPPL reserves the right to cancel the complete tender without assigning any reason whatsoever.

Bid security/ earnest money deposit (emd):

An EMD of Rs.1,00,000/- (Rupees One Lakhs only) shall be submitted in favour of "VADHVAN PORT PROJECT LIMITED (VPPL)". The details of submission of EMD shall be uploaded in Technical Bid and submitted along with IP.

OR

An EMD shall be submitted in the form of Demand Draft drawn from any Scheduled/Nationalized Bank in favour of "VADHVAN PORT PROJECT LIMITED (VPPL)" payable at Mumbai and shall reach to the VPPL office on or before the stipulated time & date for opening of the Bids. The EMD in the form of DD shall be submitted along with IP.

OR

EMD shall be payable on-line to VADHVAN PORT PROJECT LIMITED (VPPL) on the Bank Account details given below. The Bidder shall submit scan copies of UTR no./receipts while uploading online Bid.

RTGS Details

a	Name of the Bank	Bank of India
b	Name of the Branch	Port Users Building (PUB) Branch,
c.	SB Account No	123220110000400
d	IFSC Code	BKID0001232
e	Beneficiary's Name	Vadhvan Port Project Limited

Performance Security:

- a. Option-I: The successful bidder shall furnish a Performance Guarantee (PBG) for an amount equivalent to 5% of the contract price (as indicated in LOA/WO), in the form of Bank Guarantee from a Nationalized/ Scheduled Bank having its branch in Mumbai within 21 days from the date of issue of Letter of Acceptance (LOA).
- b. The bidder shall submit the choice of any one of above options in the Technical Bid. The obtaining of such guarantee and the cost of guarantee to be so entered into shall be at the expense in all respects of the contractor.
- c. Performance Guarantee (PG) be submitted in the form of Bank Guarantee (B.G), from any Nationalized/ Scheduled Bank, having its branch in Mumbai. The validity of the bank guarantee shall be contract period plus a claim period of six months. The BGs shall be extended suitably by the contractor in case of any delay in execution of work. This BG shall be extendable suitably in case the contract is being extended.
- d. Failure of the successful bidder to submit the required Performance Guarantee may constitute sufficient grounds for termination of the Contract.

- e. VPPL will be entitled to en-cash the Bank Guarantee (BG) deposited by the contractor to the Port, in any of the following events:
- f. In case of failure on the part of the contractor, at any time, during the continuance of this contract, to comply with any of the conditions herein contained.
- g. In case of any breach of contract, or
- h. After Service provided by the contractor during the period of contract is found to be unsatisfactory in the opinion of Officer-In-Charge and VPPL.

PAYMENT TERMS:

Payment shall be released through ECS on monthly pro-rata basis after successful completion work against submission of invoice within one month from the date of submission of Invoice.

Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 5% (five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

Insurance to be taken out by the Consultant

The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect

EVALUATION CHART**Annexure I**

S. No.	Description	Supporting Document/ Information Required	Rating Inputs	Marks
A	Experience			30
1	Bidder should be holding a Composite Broking license granted by IRDAI for a minimum consecutive financial years up to 31.03.2024.	Attach proof of accreditation with IRDAI (copies of license mentioning validity to be enclosed).	Years	<= 10 years - 2 Marks > 10 years <= 20years - 3.5 Marks > 20 years - 5 Marks
2	The Company should be ISO Certified - 9001: 2015	Copy of certificate attested by the Authorized Signatory or Principal Officer	Yes/No	Yes - 5 Marks No - 0 Marks
3	Does the bidder have its office in Mumbai as on date of floating of this tender?	Self-Attested Declaration duly certified by Authorized Signatory or Principal Officer	Yes/ No	Yes - 5 Marks No - 0 Marks

4	cancellation/ suspension of license by IRDAI during Bidder's operation in India during the last 5 years as on date of floating of this tender.	Attach undertaking duly signed by the Principal Officer of the Broking Company	Yes/ No	Yes - 0 Marks
				No - 5 Marks
5	The Company should have been appointed as a direct insurance broker to State/Public Sector Undertakings (PSU)/Private/ Government (only property and Engineering policies) in the last 5 financial years (counting each client only once).	Broker on Record issued by the respective State/Public Sector Undertakings (PSU)/ Government	No. of companies	<=5 - 0 Marks
				>5 and <=10 -5 Marks
				>10 - 10 Marks
B	Financial Strength			5
1	Revenue from corporate Insurance broking business in India for the FY 2023- 24.	Attach a self- attested declaration to this effect along with Chartered Accountant Certification and Copies of audited balance sheet for financial year 2023-24. CA certificate should mandatory reflect UDIN.	Absolute Revenue Numbers	< 100Crs - 2 Marks
				>= 100Crs < 300Crs - 3 Marks
				>= 300Crs - 5 Marks

C	Industry Experience			25
1	Aggregate premium placed by bidder from corporate insurance broking activity in last 3 financial year from engineering line of business (EAR/CAR/MCE only).	Self-Attested Declaration duly certified by Authorized Signatory or Principal Officer	Premium figures	< INR100 Crore - 4 Marks >= INR 100 Crore < INR 300 Crore – 7 Marks >= INR 300 Crore -10 Marks
2	Single largest construction/erection project policy (project policy sum insured) placed by bidder as direct insurance broker in the last 5 financial years in India.	Self-Attested Declaration duly certified by Authorized Signatory or Principal Officer mentioning the Name of Client, Location, Year, project sum insured.	Actual Sum Insured Numbers	<10,000 Crore – 2 Marks >=10,000 Crore <20,000 Crore - 3.5 Marks >=20,000 Crore - 5 Marks
3	Experience of placing insurance programs for Ports as direct insurance broker	Broker on Record /policy with brokers name issued by the respective ports	Number of Policy	Nil - 0 Marks >=1<3 – 10 Marks
D	Risk Engineering Capabilities			10
1	Number of risk inspection surveys conducted by In-House Risk Engineering Team with operational assets more than INR 5,000 Crore in the last 5 financial years.	Self-Attested Declaration duly certified by Authorized Signatory or Principal Officer mentioning Name of the	Number of Surveys	Nil - 0 Marks >=1<5 - 2 Marks >=5<=10 - 3.5 Marks >10 - 5 Marks

		Client, Industry, Year.		
2	Number of dedicated in house risk engineers	Self-Attested Declaration duly certified by Authorized Signatory or Principal Officer along with qualifications of the team members	Number of members	Nil- 0 Marks 1 to3 – 1 mark 4 or 5 – 3 marks More than 5- 5 marks
E	Claims Capabilities			10
1	Largest property damage claim handled (settlement amount), with date of loss in the last 5 financial years, under engineering insurance policies and/or operational /construction property (for ongoing claims, On Account payment made will be considered as settlement amount/paid amount. Lodged claim amount will not be considered)	Discharge Voucher/ Relevant Document confirming claim settlement mentioning the Name of the client, Year and Settlement Amount.	Claim Value	<50 Crore - 2 Marks >=50 Crore< 100 Crore - 5 Marks >=100 Crore - 10 Marks
F	Presentation			20
The presentation shall carry 20 marks. The Successful bidders will be intimated about the date and time of presentation and will have to make their own travel and stay arrangements at their own cost. Organisation will not bear the cost towards the same.				

1	Understanding the scope of work and deliverables. Robustness of work plan, proposed working team size, approach & methodology to meet objectives and timeline of deliverables.			Max 5 Marks
2	Experience in handling PSU companies.			Max 5 Marks
3	Risk Engineering capabilities, Technology & MIS Support.			Max 5 Marks
4	Assessment based on interaction & response to questions during presentation.			Max 5 Marks
			TOTAL	100

Minimum Marks Obtained

Bidders will be ranked on the basis of the sum total of score i.e. technical Evaluation score + the presentation score.

The bidder who will score 80 or more than 80 points i.e. technical Evaluation score + the presentation score will be declared as technically qualified bidder and considered for opening of price bids. The successful bidder will be declared based on the lowest quoted bid value.

VPPL reserves the right to accept or reject any application without assigning any reason whatsoever

Annexure II

Price Bid

Date:

Appointment of Insurance Advisor/Consultant for All General & Life Insurance Policies	
Fees/Charges for Servicing as Insurance Advisor	
	Year 1
Taxable Cost	
CGST (9%)	
SGST (9%)	
Total (Including GST)	
Total For 1 Year Including GST	

Mode of Payment: The Payment of above cost will be made by VPPL via RTGS/NEFT/CHEQUE at the start of the assignment

Date:

Signature with Seal:

FORMS

FORM-I: PROFORMA OF INTEGRITY PACT (IN ORIGINAL)

(This document shall be executed in 100/- non judicial stamp paper and shall be submitted in original and reach VPPL correspondence address before opening Technical bid as per date and time given in the bid, without which bid will be rejected).

INTEGRITY PACT

BETWEEN

VADHVAN PORT PROJECT LIMITED(VPPL) hereinafter referred to as "ThePrincipal"

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/concession for Tender/Bid No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor 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 execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate

disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled

Section 2 - Commitments of the Bidder / Contractor

- 1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
 - b) The Bidder/Contractor 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/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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 will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments she has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f) The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
 - g) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- 2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3: Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

- 1) If the Bidder/Contractor has committed a transgression, through a violation of Section- 2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if

already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note : A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

- 2) The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3) If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

- 1) If the Principal has disqualified the Bidder, 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 equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor 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 transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.
- 2) If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.

The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

- 1) Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri. Ajai Kumar, independent Monitor, for this Pact. 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 to the Chairperson of the Board of the Principal.
- 3) The Bidder/Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4) 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/Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding 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.
- 6) The Monitor will submit a written report, to the Chairman of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations. If the Monitor has reported to the Chairman of the Board, a substantiated suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of thecontract.

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. Vadhvan port Project Limited, Administration Building, Sheva, Navi Mumbai 400 707.
- 2) Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
- 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 cometo an agreement, to their original intensions.

For the Principal

For the Bidder/Contractor

Place: Navi Mumbai

Witness-1 :

Witness-1 :

Date : ____/____/2025

PROFORMA OF BANK GUARANTEE FOR BID SECURITY/EMD (IN ORIGINAL)

.....

(This document shall be executed in 100/- non judicial stamp paper and shall be enclosed along with original IP and reach VPPL correspondence address before opening Technical bid as per date and time given in the Bid).

SPECIAL NOTE: - THE BID SECURITY (EMD) IN THE FORM OF BANK GUARANTEE IN THE FORMAT GIVEN BELOW SHALL BE SUBMITTED IN TECHNICAL BID AND THE SAME SHOULD BE FROM THE NATIONALISED / REPUTED SCHEDULED BANK.

(On Non-Judicial Stamp paper worth Rs.100/-)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for the construction of _____ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;

or

- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
- (c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions

This Guarantee will remain in force up to and including the date _____² days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs.....(Rupees only) and unless a claim in writing is lodged with us within 3 months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

IN WITNESS WHEREOF this guarantee has been duly executed on this day of 20

.....

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

Note:

- 1) The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16 of the Instructions to Bidders.
- 2) 30 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

a	Name of the Bank	Bank of India
b	Name of the Branch	Port Users Building (PUB) Branch, Nhava
c.	SB Account No	123220110000400
d	IFSC Code	BKID0001232
e	Beneficiary's Name	Vadhvan Port Project Limited

FORMAT FOR POWER OF ATTORNEY

Date: _____

GENERAL POWER OF ATTORNEY

(On Non –Judicial Stamp paper worth Rs.100/-)

TO WHOMSOEVER IT MAY CONCERN

Mr. _____ (Name of the Person(s), domiciled at _____ (Address), acting as _____ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ (Name of the Applicant) to provide information and respond to enquiries etc. as may be required by the Port Trust or any Government Authority for the (Project Title) _____ BID No. _____ and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Applicant)

For _____ (Name of the Applicant)

National Electronic Fund Transfer (NEFT) Mandate Form

(Mandate for receiving the payments through RTGS/NEFT from Vadhvan Port Project Limited)		
1	Contractor/Suppliers/Vendors name	
2	Contractor/Suppliers/Vendors code	
3	PAN	
4	Particulars of Bank Account	
	A. Name of the Bank	
	B. Name of the Branch	
	C. Branch Code	
	D. Address	
	E. City Name	
	F. Telephone no.	
	G. IIFET IFSC Code	
	H. 9 digit MICR code appearing on the cheque book.	
	I. Type of account (11/12/13)	
	J. Account no.	
5	Contractor/Suppliers/Vendors E mail ID	
6	Date of effect	
<i>(Please enclose a copy of the cancelled cheque to enable us to verify the details mentioned above)</i>		

We hereby declare that the particulars given above are complete if transactions are delayed or loss because of incomplete information at above, the party will not hold the Vadhvan Port Responsible.

Authorized signatory with Seal

BANK CERTIFICATE

We certify that M/s.....has a AccountNo. with us and we confirm that the details given above are correct

as per our records.Date:

Place:

Authorized official of the Bank