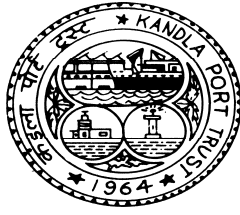


DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

**"LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES,
CANTEEN SERVICES & TOILET BLOCK FOR
USERS OF TANK TERMINAL AT NEW KANDLA"**

TECHNICAL BID

**Executive Engineer
HARBOUR DIVISION
Deendayal Port Authority
Nirman Bhawan,1st floor
New Kandla-370210
Kutch District.
Gujarat State
INDIA**

Telephone : (O) 02836- 270325

E-mail : kphdivision@gmail.com

Website : www.deendayalport.gov.in

DEENDAYAL PORT AUTHORITY

DC: 1

COMPETITIVE BIDDING
AGREEMENT NO: - HD-02/24
BID NO: - HD-02/24

NAME OF WORK: "LICENSE FOR OPERATION & MAINTANANCE OF PAY &
PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK
FOR USERS OF TANK TERMINAL AT NEW KANDLA"

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : DATE_____ TIME _____ HRS
TO : DATE 13/02/2024 TIME 12.00 RS

TIME AND DATE OF PRE-BID CONFERENCE : Not applicable
LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 13.02.2024 TIME 12:00 HRS
*TIME AND DATE OF OPENING OF BIDS : DATE 13.02.2024 TIME 12:00 HRS
PLACE OF OPENING OF BIDS : HARBOUR DIVISION, NIRMAN BHAVAN,
NEW KANDLA, KUTCH (GUJARAT STATE).

OFFICER INVITING BIDS : EXECUTIVE ENGINEER (HARBOUR)

DEENDAYAL PORT AUTHORITY

Notice No. HD-02/24

Tender No. HD-02/24

ONLINE TENDERING (E- Tendering)

NAME OF WORK: "LICENSE FOR OPERATION & MAINTANANCE OF PAY &
PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK
FOR USERS OF TANK TERMINAL AT NEW KANDLA"

Tenders in E-tendering system are invited by EXECUTIVE ENGINEER (HARBOUR) for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD	Date of Pre Bid Meeting	Last Date and time of online Submission of bid documents
"LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA"	5900/- Including GST	Rs.42,24,000/-	Rs.42,240/-	Not applicable	13.02.2024 upto 12:00 hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://DPA.nprocure.com> & <https://eprocure.gov.in> from 12.01.2024 to 13.02.2024 @ 12:00 hrs. Tender Notice is also available on <http://Deendayalport.gov.in>. Technical Bid will be opened on 13.02.2024 @ 12.10 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact, Executive Engineer (Harbour), Harbour Division, Nirman Building, New Kandla- (Kutch). Phone no. 02836-270325 during working hours before the last date and time of submission of tender document.

Executive Engineer (Harbour)
Deendayal Port Authority

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Civil Engineering Department
Circle/ Division	Harbour-Division, Nirman Bhavan, New Kandla-(Kutch)-370210.
Tender Notice No.	HD-02/24
Name of Work	"LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA"
Period of License	Thirty three months
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<div><div>1. Average annual financial turnover during the last three years ending 31st March 2023, should be at least Rs.12.67 lacs.</div><div>2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :<div><div>i. Three similar completed works each costing not less than Rs.16.90 lacs.</div><div>ii. Two similar completed works each costing not less than Rs.21.12 lacs.</div><div>iii. One similar completed works each costing not less than Rs.33.79 lacs.</div></div></div><div>3. Similar nature works means experience of Civil works / managing parking of vehical in Government Body/Public sector unit/Autonomous organisation/local body of centre/state Government .</div><div>4. If tenderer/bidder completed the works in private organization as stipulated in Minimum Qualification Criteria (work experience) shall be considered only if TDS certificates with respect to referred work issued by Competent Authority needs to be enclosed by the</div></div>

tenderer along with the offer.

Joint Venture	Not Allowed
Rebate	Applicable
Bid Document Fee :	Rs. 5900.00 (including GST)

Bid Document Fee Payable To: Bidders have to make payments for Tender Fee only through Digital Mode. Information required to make for digital payment is given below:-

Account No. :- 2177002100004628

IFSC Code :- PUNB0217700

Punjab National Bank, Kandla Branch

Bid Security/ EMD (INR) : Rs.42,240/-

Bid Security/ EMD (INR) In Favour Of (Bidders have to make payments for EMD only through Digital Mode. Information required to make for digital payment is given below:-

Account No. :- 2177002100004628

IFSC Code :- PUNB0217700

(Punjab National Bank, Kandla Branch.)

Note: - “In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender only shall become eligible for exemption from payment of tender fee/ EMD. Such bidder shall upload in Preliminary bid stage a scanned copy of valid certificate, as well as duly filled in and signed ‘Bid Securing Declaration’ as per format provided in the tender document (Annexure -IV), failing which the bid shall be considered non-responsive. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below”.

NIC codes regarding related activity are

mentioned below:

SECTION F	CONSTRUCTION
Division 42	Civil engineering
Group 421	Construction of roads and railways
Class 4210	Construction roads and railways
Sub-Class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways

Bid Document Downloading Start Date	13.01.2024
Bid Document Downloading End Date	13.02.2024
Date & Place of Pre Bid Meeting	Not applicable
Last Date & Time for Receipt of Bids	13.02.2024 @ 12.00 Hrs.
Bid Validity Period	120 Days
Condition	: Integrity Pact document signed by the DPA authority should be submitted in Preliminary bid stage duly scanned, stamped, signed and dated by the contractor along with both witness signature, name and address as per format in the tender document failing which bid submitted by the bidder will be considered non-responsive.
Remarks	<p>Submission of E.M.D., Tender Fee as well as duly signed integrity pact agreement and other Documents during office hours: On date 13.02.2024 to 19.02.2024 by R.P.A.D Speed post/Courier in the chamber of Executive Engineer (Harbour), Harbour Division, Nirman Bhavan, New Kandla (Kutch)-370210. Phone: 02836- 270325.</p> <p>For further details and general enquiries prospective bidders may contact Shri M.R Makhijani, Executive Engineer (Harbour), Harbour Division, Nirman Building, New Kandla- (Kutch). Phone no. 02836-270325 during working hours before the last date and time of submission of tender document.</p>
Bid Opening Date	Technical Bid will be opened on 13.02.2024 @ 12.10 hrs Hrs. Date of submission and opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.

Documents required to be submitted by scanning through online	<div>a. Documents in support of fulfilling qualifying criteria as indicated above.</div> <div>b. Proof for Payment of Tender Fees & EMD with transaction number shall be uploaded at Preliminary bid stage by scanning. This submission shall mean that E.M.D. & tender fees are received. Accordingly offer of those shall be opened whose E.M.D & tender fee is received electronically.</div> <div>c. Duly Signed Integrity Pact Agreement.</div> <div>d. As indicated in clause 4 of section 1 - Instructions for tendering.</div>
Officer- Inviting Bids:	Executive Engineer (H), Harbour Division, Nirman Bhavan, New Kandla (Kutch)-370210.
Bid Opening Authority :	Executive Engineer (H),
Address:	Harbour-Division, Nirman Bhavan, New Kandla (Kutch)-370210.
Contract Details :	02836- 270429

Executive Engineer (H)
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY
HARBOUR DIVISION

Tender No.HD-02/24

**LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES
& TOILET BLOCK FOR USERS OF LIQUID STORAGE TANK TERMINAL AT NEW KANDLA**

TENDER NOTICE

1. Invitation:

- 1.1. Digitally signed and uploaded, Online bids under Single Stage Two Cover System are invited by the Executive Engineer (H) from bidders who meets the “Eligibility Criteria” on License Fee basis for the work of ENGAGEMENT OF AGENCY FOR LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK FOR USERS OF LIQUID STORAGE TANK TERMINAL AT NEW KANDLA

1.2. Eligibility Criteria:

To qualify for the tender, the tenderer must satisfy the following Financial eligibility criteria

- 1) The bidder shall have a minimum average annual turnover of Rs.12.67 lakhs during preceding three financial years ending 31.03.2023. The bidders are requested to furnish the certificate regarding turnover in the enclosed Proforma ‘A’ from their Chartered Accountant.

The tenderer shall invariably furnish complete information in respect of their firm in Annexure-‘I’, Undertaking & complete information in respect of their financial capability in terms of average annual turn-over for the last 3 years in Proforma ‘A’ enclosed with the Tender.

- 1.3 Joint Venture/ Consortia for the bid will not be allowed.

2. Salient Features of the License:

2.1 OFFERS FROM DEENDAYAL PORT AUTHORITY:

The DEENDAYAL PORT AUTHORITY is absolutely seized and possessed of developed Parking Plot of app 43543 square metre area which includes a facility of Canteen Building, Toilet Block, Garden area, Islands, Boundry wall surrounding Parking area, lighting facility of Two High mast tower and intends to operate & maintain such premises together with its facilities on “where it is as it is basis “ for the term of **Thirty three Months** in consideration of the monthly License Fee payable by the Tenderer. The DEENDAYAL PORT AUTHORITY intends to operate & maintain the said premises, subject to the terms, conditions and covenants stated in this offer document and invites offers or proposals for the same. The Tenderer proposing the highest monthly License Fee per month shall be the successful Tenderer. The License Fee for each month shall be paid in advance up to seventh day of each month. This License Fee amount is to be paid to DEENDAYAL PORT AUTHORITY without any deductions whatsoever. The Tenderer shall have to pay all taxes, duties, GST etc on the License Fee as per Goverment policy. The Bank Guarantee for a Security Deposit amount shall always kept valid for a period of 39 months i.e. License period of thirty three months and additional six months. Maximum parking charges allowed under this license are indicated in Condition No.9 of special conditions of license.

2.2 THE PROPOSED INFRASTRUCTURE OF PARKING AREA TO BE PROVIDED TO LICENCEE:

- 1) The Parking Plots area of app 43543 sq mtr area which includes a facility of Canteen Building, Toilet Block, Garden area, Islands, Boundry wall surrounding Parking area, lighting facility of Two

- High mast tower
- 2) Toilet Block & Canteen Building along with all ancillary fixtures.
- 3) Two Under Ground water tank of 25000 ltr capacity
- 4) Septic Tank.
- 5) Compound Wall surrounding parking Plot.
- 6) Horticultural work within and surrounding parking area compound wall.
- 7) All the Infrastructure provided in Parking plot like High Mast tower, Curbing wall, Compound wall etc

2.3 PARKING AREA:

The Parking Plots area of app 43543 sq mtr area which includes a facility of Canteen Building, Toilet Block, Garden area, Islands, Boundry wall surrounding Parking area, lighting facility of Two High mast tower The layout plan of the Plots is shown in Drg.

2.4 The **Earnest Money Deposit (EMD)** for the subject tender is Rs.42240/-.

2.5 License period –

The license period for works covered under subject License is **33 months** from the date of handing over of parking plots. The License period is extendable by 11 months or fraction thereof in one occasion on the request of Licensee, exclusively at the sole discretion of Licensor (thus total License period could be 44 months Max.) on the same terms & conditions with five percent increase in license fee per term of 11 months. Renewal to be treated as fresh license. Licensee hand over the asset to DEENDAYAL PORT AUTHORITY after expiry of License period without need of any notice from the Port authorities in Good Condition. If any damages to any structure or deterioration the structure the compensation against that shall be recovered from the licensee at the time of hand over the asset.

3. Bid Submission

3.1 The detailed procedure for online bid submission has been provided in “Instructions for Online Bid Submission” of this tender.

3.2 Although the bid submission is online, bidders shall have to submit sealed cover containing hard copies of the following documents in the office of the Executive Engineer, Harbour Division, Deendayal Port Authority, New Kandla, 1st Floor, Nirman Building within seven days or before the Due Date and Time.

Sr No	Documents to be submitted online	Documents to be submitted in physical mode (Hard Copy)
1	Payment towards EMD shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded against EMD as per Board decision.	Payment towards EMD shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded against EMD as per Board decision.
2	Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded towards cost of Tender Fees.	Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded towards cost of Tender Fees.
3	Duly signed Integrity Pact Agreement by the bidder and witnesses.	Duly signed Integrity Pact Agreement by the bidder and witnesses.
4	Scanned copy of the documents required for Pre-Qualification Criteria mentioned at Clause No. 1.2 of Tender Notice : i) Annual Financial Turnover of the tenderer (Proforma A)	Copy of the documents required for Pre-Qualification Criteria mentioned at Clause No. 1.2 of Tender Notice : i) Annual Financial Turnover of the tenderer (Proforma A)

5	Other documents required : i) Tenderer's Particulars (Annexure I) ii) Undertaking by the Tenderer iii) ECS Mandate Form iv) Documents in support of qualifying criteria	Copy of other documents required : i) Tenderer's Particulars (Annexure I) ii) Undertaking by the Tenderer iii) ECS Mandate Form iv) Documents in support of qualifying criteria.
6	Scanned copy of duly filled in and signed Financial Proposal (Second Cover).	Financial Proposal (Second Cover) IS NOT TO BE SUBMITTED IN HARD COPY FORMAT

4. Bids will be left out of consideration in case the EMD and or Tender Fee is not submitted in the form and manner described in the tender document.

5. The downloading and submission of Tender Documents shall be carried out as mentioned in the tender set and instructions at from website <https://DPA.nprocure.com> & <https://eprocure.gov.in> <http://Deendayalport.gov.in>.

6. Sealed Cover as described at Sr. No. 3.2 above which if submitted after due date and time, shall be considered as Late Bid and will not be accepted. Such sealed cover received late shall be returned unopened to the Bidder. The online bid submitted by such bidder will not be opened. Bidders to note that DPA shall not be responsible for late receipt of any bid due to postal delays or any other delay for whatsoever reason.

7. Offer received from tenderer with counter conditions will be summarily rejected and such offers will not be evaluated and considered at all.

8. The tenders shall remain valid for a period of 180 days from the date of opening of Technical Bids (First Cover).

9. The Board of Authorities of Port of Kandla reserves the right to reject any or all tenders without assigning any reason or to accept any tender.

13 Pre bid replies/addendum/ amendments/ errata etc. will be made available at the <https://DPA.nprocure.com> & <https://eprocure.gov.in> <http://Deendayalport.gov.in>. and tenderers are requested to check and download the same for submission.

Executive Engineer (Harbour)
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY HARBOUR DIVISION

Tender No. HD-02/24

**"LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES
& TOILET BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA"**

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://DPA.nprocure.com>

Note :

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

(n)code Solutions – A division of GNFC Ltd.,

(n)Procure Cell, 403, GNFC Info tower,

S.G. Road, Bodakdev,

Ahmedabad – 380054 (Gujarat).

Contact Details :

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

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

Reliance : +91-79-30181689

Fax : +91-79-26857321, 40007533

E-mail : nprocure@gnvfc.net

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

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

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

by the bidder if required by DPA. List of Documents to be scanned and uploaded within the period of bid submission:

- I. Payment towards EMD shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded against EMD as per Board decision.
- II. Payment towards tender fee shall be submitted through digital mode/online transfer in the account of Port and proof for transfer with transaction number shall be uploaded towards cost of Tender Fees.
- III Duly signed Integrity Pact Agreement by the bidder and witnesses.

Bid Document.

- IV. Certificates of Work Experience of successfully completed works issued by the client.
- V. Certificate of Financial Turnover from CA
- VI. Any other Document as specified in the press notice
- VII. Affidavit as per provisions of NIT
- VIII. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be submitted in the sealed cover as specified in the tender document in person latest by the last date of bid submission. The details of the online transfer in the account of Port and proof for transfer with transaction number / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

DEENDAYAL PORT AUTHORITY
HARBOUR DIVISION

Tender No. HD-02/24

LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET
BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA

Undertaking by the Tenderer

To
The Authorities of the Port of Deendayal.

I/We, M/s. _____ have gone through the tender document carefully and hereby confirm as under.

The complete tender document is returned / submitted **without** any defacement, addition, alternation or interpolation as per tender submission procedure described in the tender.

I/We have submitted our tender with Earnest Money Deposit lodged as described in the ‘Instructions for Preparation and submission of tender’.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.

I/We do hereby declare that we have not been blacklisted / debarred /banned by any Central/ State Government department or public sector undertaking from taking part in the tendering process.

I/We have not made any payment or illegal gratification to any person/ authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the PC Act in connection with the tender.

I/We have hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the **Board of Authorities of Port of Deendayal** to take further action into the matter.

Witness'
Signature

Tenderer's
Signature

Name

Name

Designation

Designation

Adress

Adress

Tel. No.

Tel. No.

Mobile No.
Date.

Mobile No.
Date.

DEENDAYAL PORT AUTHORITY
HARBOUR DIVISION
Tender No. HD 02/24

**LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET
BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA**

**Tenderer's Particulars
(Ref: Clause No.1.2 of 'Tender Notice')**

1. Name of the Tenderer:
2. Registered Office Address:
3. Telephone No.s:
4. Fax Nos.:
5. Signatory to the Tender.:
(on whose name Power of Attorney has been issued)
Name:
Position held in the firm:
Mobile No.:
6. Permanant Income Tax Account No.(PAN) of the firm:
7. List of other Documents to be furnished by the tenderer:
 - (i) Power of Attorney of signatory to Tender
(Notary attested copy)
Not required for Proprietary Firms, if signed by Proprietor.
Notary attested copies of following documents
 - (ii) Names, Addresses & ages of partners and Deed of Partnership OR Memorandum and Articles of Association of the Company as applicable.
 - (iii) Chartered Accountant in If Proforma
'A' is not certified by original, then
Audited Annual Accounts for last 3 years
duly certified by CA.
 - (iv) Copy of PAN card issued by Income Tax authorities
 - (v) Copy of GST Registration Certificate
 - (vi) Copy of PF Registration

Signature of Tenderer

Name of the Signatory

Capacity in which the bid is signed

(Proproetor / partner / Director / Power of Attorney Holder / Other _____(Specify)

Seal of the Tender / Firm

DEENDAYAL PORT AUTHORITY
EXECUTIVE ENGINEER (H)

Tender No. HD-02/24

LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET
BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA

ANNUAL FINANCIAL TURNOVER OF THE TENDERER

During Last Three Years Ending 31.03.2023
(Refer Clause No. 1.2 of Tender Notice)

Details to be furnished in this Proforma ‘A’ in original

Financial Year	Financial Turnover Rs. in Lakhs
2020– 21	
2021– 22	
2022– 23	
Average Annual Turnover	

Note: *Original Seal and Signature of Chartered Accountant is must.*

Chartered Accountant’s
Name:

Tenderer’s
Name:

Signature:

Signature:

& Seal:

& Seal:

Date:

Date:

Note: Tenderer may alternately submit Notary attested audited Annual Accounts of the firm for last 3 years duly certified by Chartered Accountant.

DEENDAYAL PORT AUTHORITY
EXECUTIVE ENGINEER (H)
Tender No. HD-02/24

LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA

Instructions for Bid Preparation

(A) Tenders in e-tendering system are invited for the work of " **LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA** " The contract documents consisting of instructions for tendering, form of tender, form of agreement, conditions of contract, specifications of works, schedule for items of work and tender drawing can be viewed and downloaded from website <https://DPA.nprocure.com> <http://www.eprocure.com> and <http://www.Deendayalport.gov.in> till the last date & time of downloading indicated in notice inviting tender.

(B) The bidder shall scan and upload duly signed integrity pact agreement with sign of witness in preliminary bid failing which the bid shall be non responsive.

Bid Security (Earnest Money Deposit - EMD)

- A. Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs. 50.00 lakhs. In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

SECTION F	CONSTRUCTION
Division 42	Civil engineering
Group 421	Construction of roads and railways
Class 4210	Construction roads and railways
Sub-Class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways

Refund of Earnest Money Deposit:

- i) EMD of the Tenderers except of first two highest tenderers shall be refunded within a fortnight from the date of opening of offers.
- ii) EMD of other tenderers, i.e. any one among the first two Highest, will be refunded to them only after acceptance of License order by the successful tenderer and lodgement of security deposit by him. EMD of successful tenderers will be retained as Initial Security Deposit (ISD).
- iii) The refund of Earnest Money will be effected through ECS/ Banker's Cheque. In case of ECS, the tenderers are required to furnish particulars of the bank to which the amount of EMD is to be credited, in a mandate form to be obtained from this office. Tenderers have to surrender the original EMD receipts.

2. Procedure for Preparation of tenders:

2.1. The tenderer shall furnish all the information sought for in the Annexure 'I' and Proforma 'A' of the 'Tender Notice' along with supporting documents as per the requirement of tender. The tenderer is required to sign and date and put stamp / seal on all the documents furnished by him and also in the spaces provided in the tender document. All the remaining pages of tender document shall be stamped and initialled by the tenderer. Unsigned tenders will not be considered. The tenderer shall furnish with the tender the Power of Attorney, or other acceptable authorisation of the person/s signing the tender.

2.2. The License Fee quoted by the Tenderer shall be **excluding** all taxes, duties, levies & GST necessary for proper execution of License.

2.3. The tender documents shall not be defaced or detached. Additions and alterations or interpolations shall not be made in the tender document.

3. Inspection of Site(s):

Tenderers are strongly advised to inspect the Location of site and acquaint themselves with the site conditions and assume possible quantum of Vehicles involved etc. before tendering. Such an inspection can be arranged in consultation with the Executive Engineer, Harbour Division (Tel. Nos.:02836-270325 / 9427251059

4. Deendayal Port Authority will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender, including costs and expenses related to the site visit. The items/ provisions which are not included in tender but necessary for operation and running of parking facilities (including canteen facilities, toilets block) are to be provided by Licensee without claiming any extra payment.

5. Opening of Tenders:

The tender will be opened at the time & date indicated in the Tender in the presence of such of the tenderers who may wish to be present.

6. During the scrutiny of tenders received, should the Executive Engineer / Engineer's Representative find it necessary to seek any clarification or otherwise the tenderer shall furnish such clarifications promptly, failure to the same may result in keeping such tenderers bid out of consideration.

**Executive Engineer
Deendayal Port Authority**

**DEENDAYAL PORT AUTHORITY
HARBOUR DIVISION**

Tender No. 02/24

**LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET
BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA**

Conditions of License

1. Definitions and General Notes

In the License (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

(a) **'Licensor'** means the Board of Authorities of the Port of Deendayal i.e. 'DPA' constituted by the Major Port Authority's Act 1963.

(b) **'Licensee'** means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Licensee's personal representatives, successors and permitted assigns.

(c) **"DEENDAYAL PORT AUTHORITY/Port/Port Authority"** means Deendayal Port Authority

(d) **'Nodal Officer'** means the Executive Engineer; Harbour Division of the Port of Deendayal or other Officer authorized from time to time by the Licensor to act as Nodal Officer for the purpose of the License.

(e) **'Nodal Officer's Representative'** means any Officer authorized from time to time by the Nodal Officer to be in direct supervision of the Works.

(f) **'License'** means and includes the entire tender document comprising of the following.

1. Undertaking by the Tenderer.
2. Tender Notice.
3. Annexure 'I'.
4. Proforma 'A'.
5. Instructions for Online Bid Submission
6. Instructions for Bid Preparation
7. Conditions of License with Annexures.
8. Special conditions of License
9. Schedule of Port Authority Wage Rates.
10. Form of Tender and Financial proposal.
11. Drawing of the Parking area

and

The Correspondence exchanged between DPA and the tenderer upto issue of letter of acceptance.

and

The letter of acceptance.

and

When completed, the License Agreement.

(g) **'Tender'** means the Licensee's priced offer to the Licensor for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the license, as accepted by the Letter of Acceptance.

(h) **'License fee'** means the sum named in the Tender as may be made under the provisions hereinafter contained.

(i) **'Parking Plots'** means the land as shown in the drg on which the parking of vehicles is allowed by the Employer for the purpose of the License which includes Canteen building, Toilet block, Garden area, Island,

Highmast tower, etc.,

(J) "**Canteen**" means the building constructed as shown in Drawing for the facility of Truck Driver / cliner of vehicals allowed in parking area.

(k) "**Toilet block**" means the Building Constructed as shown in Drawing for the facility of Truck Driver / cliner of vehicals allowed in parking area.

(l) '**Approved**' means approved in writing, including subsequent written confirmation of previous verbal approval and 'Approval', means approval in writing including as aforesaid.

(m) '**Letter of Acceptance**' means a formal letter with accompaniments issued by DPA addressed to the tenderer, conveying the acceptance of his offer.

1.1. Singular and Plural:

Words importing the singular only also include the plural and vice versa where the context requires.

2. Information about premises proposed to be licensed:

The location and sizes of the Parking Plot, Canteen Building, Toilet Block, Compound Wall, Septik Tank, under ground water tank etc., The parking areas are Develloped plot by filling of Granular sub base, Wet Mix Macadum and providing Ashphalting and demarcation of lane by Thermoplast Road marking paint for Tanker Parking.

Parking plot are provided with Pucca compound wall. All the parking areas are free of encroachments. It is prime requirement of this license that the areas handed over for parking shall be kept encroachment free throughout the licence/extended licence period till handed over back to the licensor.

2.1 Instruction

It is a responsibility of License Holder to make necessary arrangment for vehical entry by Providing Boom Barrier, suitable size Mobile/permanent Gate cabin at entry and exit point, Providing Computer at Entry and exit point, Automatic Parking Ticket Vending Machines, Computerized Collection Booths, CCTV camera at entry and exist with suitable size of DVR and required software, and necessary arrangement for communication with all Tank Terminal holder for arrival of their vehicles and release of their vehicles by announcing the Vehicle No and suitable system/ software should be developed by the licensee for this communication.

3. GRANT OF LICENSE

3.1. License will be granted to the Successful Tenderer in consideration of payment to DPA as accepted by the tenderer (Licensee) in **Financial offer** for subjected work.

3.2. License shall be granted at the cost, charges and expenses of the Licensee for operating, managing, maintaining and improving upon the proposed licensed premises.

4 LICENSEE'S OBLIGATIONS UNDER THE LICENSE:

4.1 To accept License on the terms and conditions contained herein:

4.2 To finance, operate, manage, maintain and improve upon the licensed premises in accordance with these conditions.

4.3 To save and except as otherwise provided in these conditions, accept all risks and responsibilities in respect to the "License".

4.4 Save as expressly provided herein not to assign the license in favour of any third party without written permission from DPA.

- 4.5 To comply with, observe and perform all the duties, obligations, responsibilities and liabilities which are required to be complied with, observed and performed under these conditions.
- 4.6 To peacefully handover the licensed premises in good & original conditions to DPA on expiry of the license period in accordance with the provision of these conditions.

5 License Period:

The license period for works covered under subject License is 33 **months** from the date of handing over of parking plots. The License period is extendable by 11 months or fraction thereof in one occasion on the request of licensee, exclusively at the sole discretion of Licensor (thus total License period could be 44 months Max.) on the same terms & conditions with five percent increase in license fee per term of 11 months. Renewal to be treated as fresh license.

Note: The License may be extended further for such period till new License is finalized (maximum 3 months) and the same will be binding on the Licensor to provide services on the same existing terms & conditions without increase in the rate, till new License is put in place.

6 Licence Fee:

The licensee shall have to pay first Months quoted Licence Fee within 14 days from the date of issue of Letter of Intent in the form of Cash/Demand Draft/Pay Order issued by any Nationalised or Scheduled Bank in favour of Board of Authorities of the Port of Deendayal, payable at Gandhidham and for subsequent months shall be payable by the Licensee in the first seven days of every month. Monthly License fee shall be deposited on or before 7th of each month in advance failing which interest @ 18 % P.A. will be charged.

7 Security Deposit:

7.1 The following Security Deposits to be deposited by the licensee for due performance of the License.

(a) **Initial Security Deposit (ISD)** :- The Earnest Money (EMD) deposited with the Tender shall be retained as ISD

Plus

(b) **Additional Security Deposit (ASD)** equivalent to Three months quoted License Fee rounded off to the next higher thousand in rupees, in the form of either (i) through digital mode/online transfer or (ii) Bank Guarantee from Nationalised Banks having branch at Gandhidham and to be approved by the Licensor.

7.2 Delay/ Failure to lodge Security Deposit:

Unless the Additional Security Deposit is furnished by the Licensee within 14 days from the date of award of License or such further period as may be allowed by the DPA in writing, the Earnest Money lodged with the tender will be liable to forfeiture and the License is liable to be terminated and the Licensor shall be at liberty to debar / blacklist the licensee to bid for any DPA contracts in future.

8 Goods GST : (GST)

All taxes, duties, levies, GST etc as applicable would be collected by the Successful Bidder from the users of "Pay and Park", Canteen, Toilet block and will be paid to the Government by him. The Successful Bidder shall give a Quarterly certificate to DPA that upon the revenue earned by him as parking charges, GST has been paid by him and no GST is payable by DPA.

9 Handing over of Licensed Premises:

Said as otherwise provided in these conditions, the licensed premises shall be handed over to the Licensee in its present condition on "as is where is basis" on payment of 'Security Deposit' and first month licence fee in advance.

10 Use of Licensed Premises (Parking Plot, Canteen, Toilet block):

The licensed premises shall not be put to any purpose/use other than for managing, maintaining and

operating the facility of 'Pay and Park' Parking Plot, Canteen Facility and Toilet block failing which the licence will be liable for cancellation at the risk, responsibility and cost of the licensee.

10 Improvements of the Licensed Premises:

(a) The Licensed Premises shall be handed over to the licensee in developed condition on "as is where basis is" and the Licensee shall at its own cost, charges and expenses improve the same to use it as Parking lot.

(b) Modifications to the licensed premises if any required for better utility purpose shall be carried out only by Licensee with the written approval of DPA without claiming and extra cost.

(c) Notwithstanding any approval given by the Port to any plan or proposed design, the Port shall not thereby be or become any way liable for Licensee for any loss, damage, expenses whatsoever which the Licensee may suffer or incur directly or indirectly from any fault in deficiency whosoever in such plan, design and specifications, etc. or any construction, installation or improvement made in accordance therewith.

(d) The Licensee shall keep the Deendayal Port indemnified throughout the license period for any loss, damage or expense whatsoever which the port may suffer or may have to incur due to any fault or deficiency in such plans, designs, specifications or any construction, installation or improvement made in accordance therewith.

11 The Ownership of the Licensed Premises:

The ownership of the licensed premises shall always and at all time vest and deemed to vest in DPA.

12 Assignment and subletting:

The Licensed Premises shall not be transferred by the Licensee to any third party either by way of sub-license, assignment, rent or any other means. The Licensee shall not sublet the license or any portion thereof without the written permission of the DPA nor assign his right and interest in these presents, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this License, without the written permission of the DPA and such consent if given (employer will have liberty to refuse to give consent) shall not relieve the Licensee from any liability or obligation under the license and he shall be responsible for the acts defaults and neglects of any sub-Licensee, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Licensee/his agents, servants or workmen provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting under this Clause.

13 Safety and Security Requirements:

The Licensee shall ensure complete safety of the Port property and users of the licensed premises in all respect.

14 Environmental measures:

The Licensee shall ensure that all the time the Licensed Premises and the surrounding area including Canteen Building, Toilet Block, Water Tank, Septic Tank (including timely cleaning) will be kept in neat and tidy condition and no pollution to the existing environment is ever caused.

15 Utilities:-

Licensee has to make his own arrangements for Electricity, Water and Sanitation Facility at his own cost for successful running of canteen, Toilet block and parking area. He is also responsible for cleaning of entire parking area, canteen building, Toilet block, periodically cleaning and removal of septic tank waste and disposal of the same in Sewage Disposal Plant in Kandla, Electric connection will be provided by Deendayal Port Authority. Licensee has to pay the Electricity consumption bill (bill for canteen, toilet block, gate cabin, High mast tower and other lighting in the Parking area) timely and submit the copy of receipt to Nodal Officer.

16 Access to Licensor's Representative for Inspection:-

At all-time the Licensee shall allow full access to the authorized representative of licensor to inspect the licensed premises.

17 Failure to pay dues of the Port :

Delay or failure on the part of the Licensee to make payments to the Port as per the accepted offer shall render the Licensee for payment of simple penal interest on the amounts due at the rate of 18 % per annum or at the rate as notified from time to time.

18 Submission of Records :

The Licensee shall submit monthly details of numbers of vehicles parked and revenue collected thereof to Nodal officer.

19 Taxes, levies etc. :

The Licensee shall meet all legal and fiscal obligations and shall pay all lawful taxes, assessments or charges which may be levied by any tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any Government Authority.

20 Labour Regulations :

The licensee shall comply with the requirements of all the statutes, bye laws, rule and regulation in respect of its workmen and employees as may be applicable from time to time.

21 Repair and Maintenance to the Licensed Premises :

The Licensee shall promptly repair all damages, defects at the Licensed Premises at his own cost during the Licensed Periods.

22 Third party insurance:

22.1 Before commencing the pay and park, the licensee shall insure in the joint names of the Licensor & the Licensee against any damage, loss or injury which may occur to any property, vehicle or persons inter-alia including any property of the Licensor and any employee of the Licensor by or arising out of the fulfilling contractual obligations. Such Insurance shall be effected with the General Insurance Corporation of India or other Insurance company approved by the licensor and in terms approved by the licensor. Third Party Insurance shall be for an amount of **Rupees Five lakh (Rs.5,00,000/-)** per incident and to be recouped after every incident till completion of the entire license period. The licensee shall whenever require produce to the Nodal officer/ Representative the policy or policies of insurance and receipt for payment of the premium.

22.2 No Nuisance/Annoyance to others:

The Licensee shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to the port users in the vicinity of the licensed premises.

23 Liability to the persons at Licensed Premises:

(a) The Port shall not be liable to the Licensee's employees, patrons, customers, visitors or any person(s) or any damages to the person(s) or property caused by any act of omission negligence, or for non compliance with any statutory requirement of the Union, State Government by the Licensee or its agents, employees, assigns.

(b) The Licensee shall indemnify and keep DPA free of any liabilities against any claims throughout the license period.

24 Default:

The following shall constitute the event of default by the Licensee:-

1. if at any time any payments, assignments, charges, lien or damage herein specified to be paid by the Licensee shall remain in arrears and unpaid for a period of 60 days, or
2. if Licensee is adjudicated to be as bankrupt or become insolvent; or
3. if the Licensee assign or sublet the licensed premises or any portion thereof without DPA's permission; or
4. if the Licensee fails to provide necessary repairs and maintenance to the licensed premises as per the condition of the License Agreement; or
5. change in the control of Licensee arising for sale, assignment, transfer or other disposition of capital stock in the Licensee; or
6. if the Licensee through any of its employees, by taking advantage of their free access to the licensed premises, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the licensed premises; or
7. if the Licensee shall do any act or thing thereby causing harm to the said licensed premises' or its interest, the Licensee's allotted premises therein shall be distrained, attached, seized.

In the event of default, the licensee shall be informed in writing by the Port of any alleged violation the Licensee may have committed; giving the licensee period of 15 days from the date of receipt of such written communication to clarify, explain or commence to rectify such alleged default. Thereafter the Port may in the event of such clarification, explanation or rectification, not being found satisfactory proceed to take necessary action to suspend, cancel or terminate the license;

Upon termination of license, in the event of default by the licensee, the Port shall have right to enter upon the licensed premises and to take the possession thereof and bring suit/s for and collect all due payments of obligations which may have accrued up to the time of such termination and re-entry and forfeit the Security Deposit and the Licence Fee for the remaining period paid in advance.

25 Earlier Terminations:

The License is awarded by the Port to the Licensee upon the condition that the Licensee shall perform each and every term and condition set-forth in the terms and conditions of the License. In case of violation of any of such condition by the Licensee, Licensor shall after giving **one months' notice** may terminate the license, forfeit all the security deposits and the licence fee for the remaining period in advance. However, the Licensee cannot terminate the License agreement during currency of the agreement.

26 No compensation on expiry of License Period:

No compensation whatsoever shall be payable by the Port to the licensee on the expiry of the license period.

29 Peaceful possessions of licensed premises on expiry of license period or on termination of license:

The Licensee shall remove all the modifications or structures if any made by the licensee in the licensed premises on the expiry of license period or on termination of the license and hand over the peaceful vacant possession of the licensed premises to the Licensor in the same condition as it was at the time of handing over the possession of the premises to Licensee.

30. Refund of security deposits:

30.1 Upon the expiry of license period, the Earnest Money Deposit (ISD) & Security Deposit herein will be refunded to the Licensee, provided there are no breaches of any conditions of the License and only after receipt complete License fee from the licensee. Any dues, unpaid license fees shall be deducted from these deposits before release of amount.

30.2 No interest payable:

No claim for interest from the licensee will be entertained by the Licensor in respect of any deposits or with respect to any moneys or balances which may be in the hands of the Licensor owing to any dispute between the Licensor or the DPA and the Licensee, or with respect to any delay on the part of the Licensor in making payments or otherwise.

31 Licensee's Employees:

31.1 The Licensee's employees shall be healthy (free from any illness) and competent to carry out the job. The licensee's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the DPA property / person. The licensee will be solely liable for all matters of any indiscipline, theft, indecent behaviour, official misconduct, loss or damage to any DPA person / property at the premises.

31.2 The DPA shall be at liberty to object to and require the Licensee to remove forthwith from the work any person or Sub-Licensee employed by the Licensee in connection with the execution or maintenance of the License who in the opinion of the DPA misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the DPA to be undesirable and such person shall not be again re-employed.

33 Insurance against accident to Licensee's workmen:

The Licensee at his cost shall indemnify and keep indemnified the Licensor against all damages or compensation payable by Law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Licensee or any Sub-Licensee and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Licensor shall be at liberty to deduct or adjust from the Licensee's dues any amount that Licensor may be called upon to pay toward claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Licensee.

The Licensee shall insure against such liability with the General Insurance Corporation of India or other insurance

company approved by the Licensor and shall continue such insurance during the whole of the time that any persons are employed by him and shall when required produce to the DPA or the DPA's Representative such policy of insurance and the receipt for payment of the current premium provided always that in respect of any persons employed by any Sub- Licensee the Licensee's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-Licensee shall have insured against the liability in respect of such persons in such manner that the Licensor is indemnified under the policy but the Licensee shall require such sub-Licensee to produce to the DPA or the DPA's Representative when required such policy of insurance and the receipt for payment of the current premium.

34 Remedy on Licensee's failure to insure:

If the Licensee shall fail to effect and keep in force the insurance referred to above the Licensee will be liable to be terminated and the Licensee will be responsible to the Licensor for the damage thereby incurred by him.

35 Safety Precautions:

Licensee shall adhere to safe License practice and guard against hazardous and unsafe License conditions and shall comply with safety rules regulations of the Licensor and other concerned authorities. The cost of the same is deemed to be borne by the Licensee.

35.1 Restrictions for safety, security and co-ordination:**General safety rules:**

Licensee shall adhere to safe practice and guard against hazardous and unsafe working conditions and shall comply with safety rules regulations of the Licensor and other concerned authorities. The cost of the same is deemed to be borne by the Licensee.

i) First-aid and industrial injuries:

1. Licensee shall maintain first aid facilities for visitors, his employees and those of his sub-Licensees and also for Licensor's representative working/ supervising the work.

2. Licensee shall make necessary arrangements of ambulance for the treatment of injuries requiring hospitalisation, without loss of time. Names of those providing these services and their telephone numbers shall be prominently displayed at the site.

3. All critical injuries shall be reported promptly to Licensor, and a copy of Licensee's report covering each personal injury requiring the attention of a physician shall be furnished to the Licensor.

i) No smoking:

Smoking within the license premises is strictly prohibited. Violators of the no smoking rules shall be removed immediately.

ii) Safety equipment:

All necessary personnel safety equipment as considered adequate should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Licensee shall take adequate steps to ensure proper use of equipment by those concerned.

iii) General:

1. All safety devices mentioned or described herein shall be maintained in safe condition and no equipment shall be altered or removed while it is in use.
2. These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Licensee.
3. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Licensee shall be open to inspection by the Licensor's Welfare Officer or Safety Officer or their representatives.
4. Notwithstanding the above clauses there is nothing in these to exempt the Licensee for the operations of any other Act or rules in force.

36. Compliance with statutes and payment of wages:

36.1 The Licensee shall comply with all relevant statutes including contract labour (regulation and operation) Act and Rules, Workers Compensation Act, Payment of Wages Act and other Labour Laws. The Licensee shall maintain all the records such as Name, Father's Name, Photograph, age, sex, education qualifications, present and permanent address along with proof of age and details of the dependent family members as required under various provision of labour law and acts for the persons deployed by him in DPA premises. Licensee has to produce these records as and when required by DPA or concerned statutory authorities for inspection. In Case it is found that Licensee has not complied with any statutory requirement under various labour laws/acts, DPA being the principal employer shall make the payment and will recover the same with penalty/surcharge from the due payment of the Licensee.

36.2. Observance of Employees State Insurance Act and Employees Provident Fund Act

The Licensee shall observe all the provisions of the Employees State Insurance Act, 1948 and the employees Provident Fund Act 1952 duly amended from time to time and shall pay the contribution/subscription in accordance with the said act in respect of the employees with the said company engaged by it for the works. Challan receipt for deposit of PF, ESI & GST with concern authorities and certificate towards compliance of other statutory provisions along with copy of form 12A submitted by him to the PF authority and form file, i.e. Return of ESI contribution. Licensee shall obtain PF/ESI code for himself and all of his employees for deposit of the contribution. He must ensure that all his employees are made available annual PF statement and ESI card wherever applicable, failing which payment due to him shall be withheld. In case of any complaints, DPA may verify from EPF/ESI authority, the details/status of payment made by the Licensee. In case the information furnished by the Licensee is incorrect DPA may take appropriate action against the Licensee.

36.3. The Licensee shall pay monthly wages to his employees through account payee cheque/ECS/RTGS only. The Licensee shall produce the records of payment made to his employees as and when demanded by nodal officer.

36.4. The Licensor shall have the right to deduct from the moneys due to the Licensee, any sum required or estimated to be required for making good loss suffered by a worker or workers by reason of non-compliance by the Licensee to the existing laws and regulations concerning the labour employed on the Work.

37. Law and Language:

The License shall be interpreted and have effect in accordance with the Law of India and no suit or other proceeding relating to this License shall be filed or taken up by the Licensee in any Court of Law except in **Gandhidham.**

The Language for communications shall be English in which the Tender / License is written.

38. DPA's Decision Final:

The whole of the License under this License shall be carried out under the direction from DPA and its decision upon all questions relating to the scope of License , conditions of License, and the methods of carrying out the License shall be final and any dispute arising under in connection with this License or the carrying out thereof including any question as to construction and meaning of this License or any clause therein shall be final and binding upon the Licensee whether such decision shall have given by way of certificate or otherwise and whether it shall have been given during the progress of the License or after completion of the same.

Executive Engineer (Harbour)
Deendayal Port Authority

**DEENDAYAL PORT AUTHORITY
HARBOUR DIVISION**

Tender No. HD-02/24

LICENSE FOR OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET BLOCK FOR USERS OF TANK TERMINAL AT NEW KANDLA

Special Conditions of License

- 1) The DPA shall allow the Successful bidder hereafter referred as the licensee to run Pay and park scheme and maintain the parking Plot, Running, Operate and maintain Canteen, Maintanance of Toilet Block without taking any charges for use of Toilet block for the period of Thirty three months (Extendable up to 11 month).
- 2) The licensee shall take over the possession of the site within 14 days from the date of receipt of the allotment letter failing which the E.M.D. will be liable to be forfeited, without giving any notice.
- 3) The licensee shall allow the Tankers and Four wheelers to be parked in the designated area only.
- 4) The licensee shall regulate movement of vehicle, roads within the parking area and bays in an organised manner to minimise the delay in parking and imparking of vehicles.
- 5) The Licensee shall depute at-least below mentioned minimum staff to regulate movement of vehicle, Operator for Ticket vending machine, Supervisor, Marshals, Sweeper, Malhi and In charge Person for entire work at his own cost.

Sr No	Designation	No of Person	Duty / Responsibility
1	Marshal	One round the clock	To regulate Vehicles Parking
2 a	Gate keeper(for two gate)	One at each gate of parking plot round the clock	To operate Boom Barrier and entry/exit of vehicle
3.	Mali (Gardener)	One in One shift	For watering of plants, upkeeps of tress/plant
4	Sweeper	One round the clock	For maintaining and up- keeping of toilet block and surrounding area
5	Supervisor	One round the clock	To control and monitor complete operation mentioned above.
<div><div>➤ If any of above staff is not found or deputed on duty penalty of Rs.1000/- will be imposed per day per no of person missing.</div><div>➤ Note:- It is a responsibility of Licensee to provide Potable water for canteen, for toilet block and for watering to plants (Total 20000 ltr per day) inside parking premises and siurrounding trees of compound wall. Periodicaaly cleaning of water tank, septic tank is within the scope of licensee, he has to clean at regular interval to maintain hygiene condition.</div></div>			

Any other personnel if required for smooth operation shall be engaged by Licensee at his own cost without claiming extra amount from Licensor.

- 6) The licensee has to install the Public Address system and computerised system which is connected with every terminal operator, and inform the concerned operator regarding arrival of the vehicle in Parking area and on obtaining the communication from the concern operator announce through PA system for report/depart in relevant terminal.
- 7) The licensee shall display a Notice Board in English, Gujarati and Hindi on the conspicuous part of

the said parking lot essentially indicating Parking Rates, Name & Contact Number/s etc. of the licensee, License Period, Name and plan of the Location under 'DPA Parking Site' heading. The parking charges in respect of this parking lot shall be displayed at the entrance / exit of the parking lot. These requirements shall be complied before taking over possession of the site.

- 8) The licensee shall pay all applicable taxes rates, taxes, assessment & GST whatsoever which are payable or may hereafter be levied and payable to the Government, DPA or any other authority in respect of this pay and park scheme.
- 9) The licensee shall operate a Pay and Park round the clock. (On all days including Saturdays, Sundays & Holidays) at the following charges. The said charges are as under:-
 - Rs.50/- for first 4 hrs. and Rs. 10/- for each subsequent hours or part thereof.
- 10) The licensee shall issue the electronic parking tickets with serial number showing location of pay and park scheme, name of the authorized Pay & Park Licensee, date, vehicle No, vehicle type, Time "in & out" .
- 11) The licensee shall not increase the above charges for parking under any circumstances unless the same are approved by DPA.
- 12) The licensee shall not make any alternations or additions to the parking space without prior permission of DPA and keep the parking space clean and in good order and condition and shall use ther parking space only for the purpose mentioned in the License agreement and not for any other purpose whatsoever.
- 13) The licensee shall not give preference to any person and will allow the parking strictly on "First come first Served" basis. Licensee shall not allow any space/place in the parking lot to be kept reserved for parking for vehicles of particular person/persons of any company.
- 14) The licensee shall maintain parking lot and will have to operate and manage the Pay & Park scheme at their own cost by engaging their own staff and meeting other expenses for providing portable chowkies on gates as well as wherever required, and other facilities required to operate and manage pay and park scheme like electrical connection etc.
- 15) The licensee shall park the vehicles only in the parking spaces which are shown in the Drg.
- 16) The DPA shall not be responsible for the safety of the vehicles parked in the parking spaces and the vehicles parked at parking lot will be entirely at the risks of the Licensee and the DPA **shall not be responsible for thefts, damages of the vehicle when parked.** The licensee shall at his own expenses provide adequate staff with mobile phone for attending the work of parking and looking after under their/his supervision. Two copies of bona-fide identity cards of all the employees shall be prepared & **all the employees shall be provided with a bona-fide identity cards & uniform to facilitate easy collection of parking charges. The second copy of the I. D. Card shall be submitted to DPA nodal officer.**
- 17) The licensee is responsible to supply Potable water required for canteen, Toilet block and for watering to plants, lawn, Garden, Trees inside premises and tree outside premises all along main road, Cross road-I and cross road-II of tank terminal premises.(Total 20000 ltr water per day). The quantity required more shall be borne by contractor without claiming anything extra.
- 18) Licensees is responsible for all the colour and painting work required inside premises i.e colour work of curbing wall, Road marking paint, Inside and outside Colour work of canteen building and toilet block, colour work of all fabricated gates, inside and outside colour work of compound wall etc once in year i.e three times during contract period of 33 months.
- 19) The licensee shall permit the employee and employees of the DPA or any other persons authorized by the DPA or any person authorized by the DPA to enter upon and inspect the said premises and to call for any information relating to the Parking and records maintained by the

licensee in this behalf and responsible to comply all observation raised by DPA.

- 20) The licensee shall be responsible for observances of all rules and regulations laid down, or as may be laid down, hereafter from time to time by DPA in this behalf.
- 21) The licensee shall keep the parking space and all additions there to in good and substantially repaired condition during the continuance of this License. Cooking inside the trucks by truck drivers in parking premises is strictly prohibited.
- 22) The licensee will not be permitted to use any pay and park site chowky as his office address. The licensee shall intimate the names and addresses of the manager/responsible person, along with their mobile phone who will be always available at site for receiving any instructions, notice, etc. before taking over and during the possession of the site. The licensee shall also keep an instruction book at pay and park site for receiving instructions from visiting officers of DPA. The licensee shall endeavor to have good behavior with the customers and prevail upon its personnel to have polite & good behavior with the customers and public at large.
- 23) The licensee will not display any advertisement or will not provide railing / beautification at the site of pay & park scheme without prior permission of DPA.
- 24) The licensee shall carry on the work of fulfillment of his/their obligation undertaken by them to the entire satisfaction of the DPA. The licensee shall be responsible totally for all activities on site including those of their employees temporary or otherwise. The licensee shall also be held responsible for any misbehavior over charging or illegal activities etc. done by them or their employees during manual operation of site.
- 25) In the event of the site being required for DPA use or required to be closed for any reason the DPA shall be at liberty to terminate the License even before the expiry of the License period and licensee shall vacate the site forth with and shall not claim any compensation damages except proportionate reduction in license fees if paid in advance and shall not claim for any alternate site. On expiry of License herein or earlier termination of the License, the licensee shall immediately hand over the vacant and peaceful possession of the parking space, canteen building and toilet block and vacate the site in the original conditions. If the extension to the License is granted by DPA after the expiry of License, the licensee will have to operate & manage the pay & park scheme during the extended period or any other alternate arrangement made by the DPA at the same condition of payment executed while entering the License.
- 26) The licensee shall be responsible for any damages, loss or injury whatsoever that may be caused at any time to any property of the DPA. The Licensor i.e. DPA shall not be responsible for any damages, loss or injury to any person or persons including third party while maintaining the said parking premises.
- 27) The licensee shall keep the DPA, their Officer and servants harmless and indemnified from and against all losses, suits, damages, costs, charges and claims, and demand, whatsoever including claim under the Workmen's Compensation Act, 1924, their Officer or servants may sustain incur or become liable to pay by reason of any consequences of any injury to any person or to any property either belonging to the DPA whether resulting directly through any accident or otherwise to life or property. The licensee shall submit the copy of workmen's compensation insurance policy, Third party insurance of min. 5 lakh, and Licensees all risk policy for the license period to the nodal officer.
- 28) Nothing herein contained shall be construed as conferring upon the licensee any rights, over the parking space or creating or transferring any interest in the said premises in favors of the licensee.
- 29) In case of any dispute or question, the DPA decision shall be final and binding upon the licensee.

- 30) It will be mandatory on the part of licensee to operate & maintain the pay & park Scheme till the date of expiry once it is allotted. If licensee discontinue the License of pay & park on his own, for one or the other reason, the security deposit & fees for remaining License period till any other alternate arrangement made by the DPA will be recovered.
- 31) In the event of breach of any of the terms and conditions of this agreement by the licensee the DPA shall be at liberty to revoke License within 7 (seven) days notice or penalty will be imposed in case of such observation / default.
- Committed breach of any of the terms of License or
 - Has failed to comply with the instruction issued by DPA or its authorized officer or
 - Despite previous warning is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the License or
 - Non courteous rule behavior with the travelers / customers or
 - In case the licensee is found Charging higher rates than those prescribed in case of manual operation or
 - If the parking area is not maintained in reasonably clean condition by licensee the DPA shall have power to get the premises cleaned at the risk and the cost of licensee.
 - In case the licensee is found subletting or transferring the benefits and the privileges of the License hereby granted or any part thereof or any interest therein to any person or persons without the approval of DPA, his License will be terminated.
- 32) The licensee shall be liable to pay the penalty in case of :

a	The Security Guard / Attendant not in Uniform / Identity Card	Rs. 500/-
b	The Boards showing Name of the Operator, Rate Schedule, etc. not displayed	Rs. 500/-
c	Licensee found charging higher rates than those Prescribed.	Rs. 5000/-
d	The Vehicles are not parked in discipline manner	Rs. 500/-
e	Suggestions / Complaint Book / Required Registers are not maintained at site.	Rs. 500/-
f	Staff per person missing each day	Rs.1000/-

The licensee shall pay penalty amount+ applicable GST mentioned above within 7 days of issue of penalty memo failing which same will be recovered from security deposit. No further correspondence will be entertained in this respect.

- 33) It is responsibility of licensee to provide Boom Barrier of required length (one at entry and one at exit gate i.e total two boom barrier) at entry and exit gate of parking area at his own cost.
- 34) It is responsibility of Licensee to provide Boom Brrier at Road entry and exit to restrict the unauthorised entry directly on the main Road and to restrict the parking of Tankers directly on main Road.
- 35) It is responsibility of licensee to provide CCTV Camera (Total Five camera with DVR for both gate) at entry and exist gate with suitable size of DVR for recording purpose at his own cost.
- 36) It is a responsibility of Licensee to construct Gate cabin or provide suitable size of Movable gate cabin as directed by Engineer in charge at entry and exit of parking area at his own cost.
- 37) It is responsibility of licenser to erect boards of 3' X 2'6" size, painted in retro reflective lettering in Hindi, Gujarati & English mounted at appropriate places indicating the parking stand, fare, and entry & exit gates at his own cost.
- 38) It is responsibility of licenser to display proper signs and markings for efficient vehicle guidance within the parking area.
- 39) It is responsibility of licenser to strictly maintain cleanliness within the parking area
- 40) It is responsibility of licenser to keep open parking area round the clock.
- 41) It is responsibility of licenser the allottee shall follow all safety norms as may be prescribed by the

- competent authority including DPA from time to time.
- 42) It is responsibility of licensor to ensure that the flow of traffic is maintained without any hindrance and that the vehicles are not allowed to violate lane/slot displayed in the Parking Area.
 - 43) It is responsibility of licensor to provide adequate manpower to effectively run the services.
 - 44) It is responsibility of licensor to ensure manning of the Automatic Parking Ticket Vending Machines at the entry of the Four Wheeler Parking.
 - 45) It is responsibility of licensor to ensure manning of Computerized Collection Booths for collecting payment at the entry and exit of the Four Wheeler Parking.
 - 46) It is responsibility of licensor to deploy Parking Marshals to assist and regulate the flow of traffic and parking of vehicles in parking lots at all the Four Wheeler Parking.
 - 47) It is responsibility of licensor to deploy an authorized representative (supervisor) acceptable to Security Section to invariably make himself present in the parking areas to deal with day to day parking problems/complaints.
- 48) The Licensee shall provide his Mobile number and also of the Supervisor who will be responsible for the management of the parking on behalf of Licensee.
- 49) The Licensee shall be responsible for the safe custody of the vehicles parked within the parking areas and shall be liable for the damages or for the losses of vehicles or its fixtures or components which may occur as a result of any theft, tampering or due to any other reasons during the period which have been parked under his custody. The Licensee shall also be responsible for any loss occurred due to misuse/mishandling/theft of the Automatic Parking Ticket Vending Machines, Computers installed in the Payment Collection Booths, Boom Barriers and Parking Sensors, parking slot light indicators, cameras etc.
- 50) The Licensee shall be responsible for the installation of all the above mentioned parking appliances
- 51) The staff employed by the Licensee for parking lot will be in proper Uniform (Blue pant and Blue Shirt with embroidered names on the Shirt). The Licensee shall be responsible to ensure that his workers come on duty in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the Licensee. The Licensee shall issue photo identity cards to his employees and they will display identity cards while on duty. He will also deposit police verification certificates of all the employees engaged by him to Management.
- 52) The Licensee shall ensure proper maintenance of various traffic and other signboards (provided by DPA / Licensee) installed in the parking areas.
- 53) The Licensee shall ensure proper maintenance of Gates, R.C.C. Curbing wall constructed in parking area.
- 54) In case the failure of ticket dispensing system the Licensee shall make manual arrangement through hand held ticket dispensing machine. No claim whatsoever shall be on Management for non-performance of the automation system. The stationary rolls required shall be arranged by the Licensee for the hand held dispensing system. The stationary and cartridge for automatic ticket dispensing machine and receipt roll shall also be arranged by the Licensee.
- 55) In parking lots, CCTV cameras (Total five camera with DVR) shall be installed, at the Entrance/exit for recording the ingress / egress details of the vehicles. There should be a recording facility for 720 hours (1 month).
- 56) In the parking lots, vender shall do ticketing through hand held ticket dispensing machines with facility of display of date & time of

inlet of vehicle. It is a responsibility of Licensee to provide hand held ticket dispensing machines at his own cost.

- 57) **It is** a responsibility of Licensee to Provide cooking / Kitchen appliances at his own cost.
- 58) It's a responsibility of Licensee to Provide Furniture like Table, Chair, Cup Board for storage and all necessary appliances, utensils etc. for successful running of canteen at his own cost.
- 59) The Licensee is free to take away all the material after License period, which is purchased for successful running of canteen / parking plot by Licensee.
- 60) The Licensee shall ensure proper maintenance of canteen building and all the fixtures provided by DPA inside canteen building and responsible to replace damage fixtures failing which the necessary charges of the fixture will be deducted as per Present Market rate and fixing charges from Security deposit submitted by Licensee.
- 61) The Licensee shall be responsible for the timely payment of wages to the staff employed by him as provided in the minimum wages Act, and other acts/regulations in force time to time, including the abolition of Contract Labour Act, 1970
- 62) The Licensee shall ensure for cleaning of Canteen Building and surrounding area, maintenance of Nahni traps, Gully traps, internal sanitary fittings, internal sanitary lines, Inspection chambers, Manholes, cleaning of Septic tank, Drainage lines upto main line, Periodically cleaning of Underground and overhead Water Tank, cleaning of Septic tank by tractor mounted emptier, Repair and maintenance of R O System etc
- 63) The Licensee will not be entitled to any refund, rebate or requisition in license Fee or any account whatever including strikes, lockout, non- availability of part of parking area on account of repair or maintenance work and the Licensee shall be liable to pay the license fee in advance as per terms and conditions.
- 64) The Licensee shall be responsible for the safe custody of the vehicles parked. In case of theft, damages losses etc., the Licensee shall make well the loss to the owner of the vehicle and the decision of the Management in this regard shall be final and binding upon the Licensee. In the event of the failure of the Licensee to make the good loss, the amount will be recovered from the security/performance deposit.
- 65) The Licensee shall employ staff only after he gets the character and antecedents verified of the person(s) to be appointed by him for parking areas from area police station, New Kandla and shall submit the same in original to the Management.
- 66) The firm/Licensee should not have been blacklisted in past from any organization, if this information found false, action as deemed fit shall be taken against the firms like cancellation of contract, removal of name of the firms from the list of Licensees at DPA and forfeiture of Security/performance money.
- 67) In the event of breach of any of the clause of the agreement, the Management shall cancel the permission to use the space and to resume the receptive of the space without any notice. The Licensee shall vacate the space occupied by them within 24 hours. Failing which he shall be liable to pay damages Rs.20, 000/- per day failing which the same will be recovered from his security and the guarantee/ Surety.
- 68) That the Licensee providing their staff should abide by rules of labour law, etc. Any dispute arising in the court will be the responsibility of the Licensee.
- 69) That the Licensee will indemnify the DPA for implementing all labour court decision. Any complaint by their staff deployed at DPA shall be passed on to the Licensee to settle the same.
- 70) That the Licensee shall submit a Certificate, when submitted License Fees to the effect that the payment has been made to the employees as per acquaintance roll and all labour laws obligations have been complied with including payment of over time allowance. In order to confirm the

correctness of payment accounts to right party i.e. employees, DPA, etc., at correct rates, the payment account of Licensee will be subject to audit check as and when found necessary.

71) Any dispute arising out of this rate contract agreement during or after the currency of the contract period shall be subject to the court under Gujarat jurisdiction only.

72) Award of Contract:-

- a. The Management will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- b. The Management will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award/Acceptance") shall prescribe the amount which Service Provider will pay to DPA in consideration of the execution of work/services by the Service Provider as prescribed in the contract.
- c. The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Award/Acceptance with Management.
- d. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.
- e. The representative of DPA shall be allowed parking free of cost if identity card is produced by them.
- f. The inspecting team of DPA will be entitled at all hours of day night to enter the said premises for checking purpose.
- g. The successful bidder on the expiry of the contractual period shall handover peaceful vacant possession.

73) Time line for purchase / Instalation of Gate Cabin, Boom barrier, Manual Boom barrier, CCTV camera (set of five camera) with DVR, Purchase of Ticket vending machine, Uniform for staff and any other material required as per Tender condition is Two months from date of pre-acceptance letter to succssesful License Holder, failing which penalty of Rs.1000/- per day will be levied on non-compliance of any or part requirement thereof.

74) If any damage to port property done by any vehicle or by Licensee, Licensee has to restore the same at his cost failing which D.P.T. will repair the same & necessary cost will be recovered from Licensee.

75) All the labour / staff deployed by Licensee should have Police N.O.C. / verification of identity.

76) Licensee is responsible for all the activities inside parking area. If any accident occur or any happens due to accident inside parking area. Licensee will be answerable & DPA will not be made party under such circumstances.

77) Department will conduct the Inspection frequently for maintenance of complete asset, performance of Licensee in maintenance of asset as well as operation related inspection. If anything found not in order, or poor performance in maintenance the asset as well as running and operation of parking facility, canteen, toilet block or plantation etc, necessary penalty upto the extent of Rs.10000/- will be imposed on licensee. All the observation made during inspection should be corrected within 7 days time after Inspection report. For this purpose an Inspection Register to be maintained by Contractor at site of work.

78) After expiry of licensee period the property is handed over to DPA, after Joint Inspection and Contractor is responsible to repair all the damages prior to handing over the asset to department. If he fails to repairs the same, the cost towards repair of such damages will be recovered from Security Deposit.

79) **Bid Security (Earnest Money Deposit - EMD)**

A. Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs. 50.00 lacs.

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

NIC codes regarding related activity are mentioned below:

SECTION F	CONSTRUCTION
Division 42	Civil engineering
Group 421	Construction of roads and railways
Class 4210	Construction roads and railways
Sub-Class 42101	Construction and maintenance of motorways, streets, roads, other vehicular and pedestrian ways, highways, bridges, tunnels and subways

- B. The EMD up to Rs. 5 lakhs shall be payable by digital/online transfer & EMD beyond Rs.5 lakhs can also be payable by digital/online transfer or in the form of Bank Guarantee for the entire amount from any Nationalized Bank / Scheduled Bank except Co-operative Bank having its branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified.
- C. The bidders registered with Micro and Small Enterprise (MSME) in appropriate category mentioned under 79(A) above are exempted for submission of EMD and Tender Fee. Scanned copy registration may be uploaded.
- D. EMD of unsuccessful bidders other than L1 is refunded immediately after ranking of price bids.
- E. EMD shall be refunded suo-motto without any application from the bidders.
- F. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- G. The Bid security may be forfeited, if
- a) The bidder withdraws the bid after bid opening during the period of bid validity.

- b) The bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
- c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.

Executive Engineer
Deendayal Port Authority

Annexure-II
DEENDAYAL PORT AUTHORITY

HARBOUR DIVISION

TENDER No. HD-02/24

LICENSE for OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET SERVICES FOR USERS OF TANK TERMINAL AT NEW KANDLA

LICENSE AGREEMENT FORMAT

1. THIS AGREEMENT is made on the _____ day of _____ 2024 between "Deendayal Port Authority", _____ hereinafter referred to as "Licensor" of the "ONE PART" and _____ (Name & address of successful renderer) _____ hereinafter referred as the "Licensee" of the "OTHER PART".

2. WHEREAS, the "Licensor" has decided to award the license to manage, maintain and operate Pay and Park area under in Deendayal Port Authority and has accepted the offer of "Licensee" for grant of the said License.

3. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement word and expression shall have the same meaning as are respectively assigned to them in the General conditions of License hereinafter referred to.

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

1. Undertaking by the Tenderer.
2. Tender Notice.
3. Annexure 'I'.
4. Proforma 'A' .
5. Instructions for Online Bid Submission
6. Instructions for Bid Preparation
7. Conditions of License with Annexure.
8. Special conditions of License
9. Schedule of Port Authority Wage Rates.
10. Form of Tender and Financial proposal.
11. Tender Drawing

and

The Correspondence exchanged between DPA and the tenderer upto issue of letter of acceptance.

and

The letter of acceptance.

and

When completed, the License Agreement.

3. In consideration of the payments of premium of Rs. _____ over reserve price of Rs. 128000/- i.e. Total Rs. _____ per month, total Rs. _____ (In works -----) for 33 months, (GST will have to be paid to DPA extra by the Licensee as applicable) to be made by the Licensee to Licensor as hereinafter mentioned, the Licensee hereby covenants

with the Licensor to operate and maintain the licensed premises (Pay and Park area) at DPA in manner as prescribed in the General conditions of License.

All the dispute related to subject contract shall be resolved through a conciliation committee/counsels comprising of independent subject experts.

4. IN WITNESS WHEREOF the Licensor and the Licensee have hereunto set their respective hands and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the Said

For and on behalf of Licensee

Witness _____

By the Said

For and on behalf of Licensor

Witness _____

Common seal of the Board of Deendayal Port Authority affixed in presence of

Secretary
Deendayal Port Authority

Annexure-III
DEENDAYAL PORT AUTHORITY

HARBOUR DIVISION

TENDER No.HD-02/24.

LICENSE for OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET SERVICES FOR USERS OF TANK TERMINAL AT NEW KANDLA

FORM OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

G U A R A N T E E B O N D

In consideration of the Board of Deendayal Port Authority [insert name of port] incorporated by the Major Port Authorities Act , 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority [insert name of port], its successors and assigns) having agreed to release stage payment to _____ (hereinafter called the "contractor")

(Name of the Licensee)
(Hereinafter called the "Licensee") From the demand under the terms and conditions of the License, vide _____'s

(Name of the Department)
letter No. _____dated _____ made
between the Licensee and the Board for execution_____

_____covered under Tender No. _____ dated _____ (hereinafter called the "the said License") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Licensees of the terms and conditions of the License, I on production of a Bank Guarantee of Rs. _____ (Rupees _____) only, we, the (Name of the Bank address)

_____ (hereinafter referred to as "the Bank") at the request of the Licensees do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Licensees of any of the terms and conditions of the said License.

BANK SEAL

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

3. We, _____ undertake to pay to the
(Name of Bank and Branch)
Board any money so demanded notwithstanding any dispute or disputes raised by the Licenses 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 Licensee(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that
(Name of Bank and Branch)
the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said License and that it shall continue to be enforceable till the dues of the Board under or by virtue of the said License have been fully paid and its claims satisfied or discharged or till the Civil Engineering Department of the said Board certifies that the terms and condition of the said License have been fully and properly carried out by the said Licensees and accordingly discharges this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Licensees, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board
(Name of Bank and Branch)
That the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said License or to extend the time of performance by the said License or to extent the time or from time to time any of the powers exercisable by the Board against the said Licensee and to forebear or enforce any of the terms and conditions relating to the said License and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Licensees or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Licensees 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.

BANK SEAL

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the License.

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 claim period upto _____ and encashable in our branch _____ situated in Gandhidham limits till its validity 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)”

Dated _____ day of _____ 2017

For (Name of Bank)

BANK SEAL

(Name)

DEENDAYAL PORT AUTHORITY
HARBOUR DIVISION

TENDER No 02/2024.
LICENSE for OPERATION & MAINTANANCE OF PAY & PARKING SERVICES, CANTEEN SERVICES & TOILET SERVICES FOR USERS OF TANK TERMINAL AT NEW KANDLA

MANDATE FORM FOR ECS PAYMENT / REFUND

From (Firm’s name with full address)

To _____ Deendayal Port Authority

Sub: Payment through NEFT/RTGS/ECS system.

Ref: No. _____.

Kindly arrange the payment of our EMD through NEFT/RTGS/ECS system. The details of our banker are as under:

(i)	DPA Registration No./Tender No. or Party’s Bill No. or any other reference in terms of which payment is due		
(ii)	Bank’s name		
(iii)	Bank’s address and telephone number		
(iv)	9 digit MICR code No. of the bank branch		
(v)	IFSC		
(vi)	Type of account (Savings / Current / Cash Credit)		
(vii)	Ledger Folio No.		
(viii)	Account No. along with proof (photocopy of blank cheque)		
(ix)	Permanent Account Number		

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

(On Bidders Letter head)

Bid Security Declaration Form

Date:_____ Tender No. _____

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

I/We. The undersigned, declare that:

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

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

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

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

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

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

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Authorised
Signatory
Date:

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. **HD-02/24**. 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.



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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".



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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.



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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.



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(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

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

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 6 months of the award of the contract.

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.

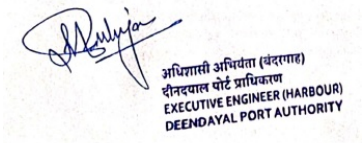
(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.



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



(For & on behalf of the Principal)

(Office Seal)

Place : Gandhidham
Date : ____/____/20____

Witness-1:
Signature _____
(Name & Address) _____

Witness-2 :
Signature _____
(Name & Address) _____

(For & on behalf of the Bidder/Contractor)

(Office Seal)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

(Effective from 01/01/2023)



दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

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

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1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires :

- i) Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer’ shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer’ in the context of these guidelines is termed as ‘Agency.’
- ii) Inter-connected Agency’ shall mean two or more companies having any of the following features :
- a) If one is a subsidiary of the other;
 - b) If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
 - e) If the agencies have same authorized signatory (ies)
 - f) If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

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

Area of Banning/Suspension	Competent Authority	Appellate Authority	Appellate Authority
Country-wide banning	Board of the Board	Chairman, DPA	--
Banning / Suspension of business with Foreign suppliers of coal & coke	Committee	Chairman, DPA	DPA Board**

Board wide Suspension of business dealings with Agency	Department nominated by Chairman of the Board. Department headed by the respective HoDs will nominate an officer for this purpose.*	Appellate Authority.	--
Board wide Hold on participation of the Agency in Tenders #	Department nominated by Chairman of the Board. Departments headed by the respective HoDs will nominate an officer for this purpose.*	Appellate Authority.	--

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

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

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

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

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

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

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

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

5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.

5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.

5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure :-

- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
- ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following :

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

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

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

- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;

- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.

- 6.4 during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;

- 6.5 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;

- 6.6 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;

- 6.7 If business dealings with the Agency have been banned by the Central or

State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;

- 6.8 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**
- 6.9 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.10 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.11 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.12 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.13 Established litigant nature of the Agency to derive undue benefit;
- 6.14 Continued poor performance of the Agency in several contracts;
- 6.15 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.16 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.17 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

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

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

7. Banning of Business Dealings.

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the

requirement of Board only, the Committees shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.

7.3 The functions of the Standing Banning Committee shall, inter-alia include:

- i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
- ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show- cause notice.
- iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.

7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order :

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

7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavour should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them

that their performance will improve.

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

DPA.

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

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

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

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense. It must be clearly mentioned in the Show-Cause Notice that DPAhereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal

address.

- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.

- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

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

- 11.1 The Board shall upload/update the list of banned agencies along-with the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.

- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.

- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.

- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.

11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

12. Saving

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

X-X-X-X