

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra

PART - A

TECHNICAL BID

**Executive Engineer (H)
HARBOUR DIVISION
Deendayal Port Authority
Nirman Bhavan, 1st Floor
New Kandla – 370 210
Kutch District
Gujarat State
INDIA
Telephone: (O) 270429
kphdivision@gmail.com**

INDEX

- **DC 1** : **Bid Reference**
- **NIT** : **Invitation for Bids**

DEENDAYAL PORT AUTHORITY

DC:

COMPETITIVE BIDDING

AGREEMENT NO: - HD-12/24

BID NO: - HD –12/24

NAME OF WORK: Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra.

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : DATE

TO : DATE 25/06/2024 TIME 12:00 HRS.

TIME AND DATE OF PRE-BID CONFERENCE: Not applicable

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 25/06/2024 TIME 12:00HRS

*TIME AND DATE OF OPENING OF BIDS : DATE 25/06/2024 TIME 12:05 HRS

PLACE OF OPENING OF BIDS : HARBOUR DIVISION, NIRMAN
BHAVAN,
NEW KANDLA, KUTCH (GUJARAT
STATE).

OFFICER INVITING BIDS : EXECUTIVE ENGINEER (H)

DEENDAYAL PORT AUTHORITY
ONLINE TENDERING (E- Tendering)

Tender No. :HD-12/24

NAME OF WORK: - Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra

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 (In Rs.)	Last Date and time of online Submission of bid documents
Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra	Rs.1770/- including GST	Rs. 2,20,00,000.00	Rs. 2,20,000.00	25/06/2024 upto 12:00 Hrs.
Bidders have to make payments for Tender Fee & 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.				

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from _____ to 25/06/2024 @ 12:00 hrs. Tender Notice is also available on <http://kandlaport.gov.in>. Technical Bid will be opened on 25/06/2024 @ 12:05 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. 02836-270429 during working hours before the last date and time of submission of tender document.

Executive Engineer (Harbour)
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY
NOTICE INVITING ONLINE TENDER

Details about tender:

Department Name	: Civil Engineering Department
Circle/ Division	: Harbour Division, Nirman Bhavan, New Kandla-(Kutch)-370210.
Tender Notice No.	: HD- 12/24
Name of Work	: Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra
Estimated Contract Value (INRs)	: Rs. 2,20,00,000.00
Period of Completion (in Months)	26 Months = 6 months (Approval of DPR & ESP from Railway Authority & Submission of DTP to DPA as per approved DPR) & 4 Months (This time period is required to DPA for tendering process to award the work to Contractor and in this period, Engagement of Key Personnel is not required) + 20 Months (Construction Periods).
Bidding Type	: Limited Tender (The bidder should be approved consultant by any Zonal Railway)
Bid Call (Nos.)	: One
Tender Currency Type	: Single
Tender Currency Settings	: Indian Rupee (INR)
Qualifying Criteria	<ol style="list-style-type: none"> 1. Average annual financial turnover during the last three years ending 31st March 2023, should be at least Rs. 66 Lakhs. 2. The bidder should be approved consultant by any Zonal Railway (At the day of opening of tender). Necessary documentary evidence of approved Railway Consultant should be invariably submitted with tender. 3. 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: <ol style="list-style-type: none"> i. Three similar completed works each costing not less than Rs. 88 Lakhs. ii. Two similar completed works each costing not less than Rs. 110 Lakhs. iii. One similar completed work costing not less than Rs. 176 Lakhs. 4. "Similar Works" mean Tenderer should have completed any type of

	<p>Consultancy Services for Railway work (Separately or combined) with allied civil works successfully in that particular contract during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has provided consultancy Service in private organization, necessary TDS certificate issued by the private organization shall be submitted.</p> <p>If the consultancy Service is provided as sub-contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt. / Public sector officer in case work belongs to the Govt. / Public sector or from the owner of the project in case work belongs to private organization. Also the completion certificate/ form 3A authenticated by concern Govt. / Public sector officer or owner of the project shall be uploaded along with TDS certificate deducted from that particular work. Issued by the competent authority shall be submitted along with bid submission.</p> <p>5 . Integrity Pact.</p> <p>A. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal in preliminary bid stage.</p> <p>B. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p> <p>C. In case of Joint Venture, IP agreement need to be executed in the name of JV and all the parties of JV need to stamp and sign the agreement.</p>
Joint Venture	: Not Applicable
Rebate	: Applicable
Bid Document Fee :	<p>: Rs. 1770/- including GST</p> <p>Bidders have to make payments for Tender Fee only through Digital Mode. Information required to make for digital payment is given below:-</p> <p>Account No. :- 2177002100004628</p> <p>IFSC Code :- PUNB0217700</p> <p>Punjab National Bank, Kandla Branch.</p>

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) :	<p>: Rs. 2,20,000.00/-(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.)</p> <p>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 -I), 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”.</p> <table><tr><td>SECTION M</td><td>PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES</td></tr><tr><td>Division 71 : :</td><td>Architecture and engineering activities; technical testing and analysis</td></tr><tr><td>Group</td><td>711</td></tr><tr><td>Class</td><td>7110</td></tr><tr><td>Sub-Class</td><td>71100 (Architectural and engineering activities and related technical consultancy)</td></tr></table>			SECTION M	PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES	Division 71 : :	Architecture and engineering activities; technical testing and analysis	Group	711	Class	7110	Sub-Class	71100 (Architectural and engineering activities and related technical consultancy)
SECTION M	PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES												
Division 71 : :	Architecture and engineering activities; technical testing and analysis												
Group	711												
Class	7110												
Sub-Class	71100 (Architectural and engineering activities and related technical consultancy)												
Date & time of Pre-Bid meeting	Not Applicable												
Bid Document Downloading Start Date	: Date												
Bid Document Downloading End Date	: Date 25/06/2024 Time 12:00 Hrs												
Last Date & Time for Online submission of bids	: Date 25/06/2024 Time 12:00 Hrs @ office of the Executive Engineer, New Kandla												
Bid Validity Period	: 120 Days												

Condition	<p>: Integrity Pact, Tender fee & EMD shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that Integrity Pact, EMD & Tender Fee are received. Accordingly offer of only those shall be opened whose Integrity Pact, EMD & Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to Executive Engineer (Harbour), Harbour Division, Nirman Building, New Kandla within 7 days from the date of opening.</p> <p>The bidders registered with Micro and Small Enterprise (MSME) in appropriate category mentioned under related activity above are exempted for submission of EMD and Tender Fee. Scanned copy registration may be uploaded.</p>
Remarks	: Submission of E.M.D. Tender Fee and other Documents during office hours : upto 01/07/2024 by R.P.A.D /Speed post or in person in the chamber of Executive Engineer(H), Harbour Division, Nirman Building, First floor, New Kandla-370210, Kutch District, Gujarat State , INDIA, Telephone : (O)02836-270325.
Bid Opening Date	: Technical Bid will be opened on 25/06/2024 @ 12:05 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online	<p>a. Documents' in support of fulfilling qualifying criteria as indicated above.</p> <p>b. EMD in form of Digital Mode.</p> <p>c. Tender fee in form of Digital Mode.</p> <p>d. Integrity pact agreement</p> <p>e. As indicated in clause 3.</p>
Officer-Inviting Bids	: Executive Engineer (Harbour), Harbour- Division, Nirman Bhavan, New Kandla, Kutch 370210.
Bid Opening Authority	: Executive Engineer (Harbour)
Address	: Executive Engineer(H), Harbour Division, Nirman Bhavan, New Kandla, Kutch 370210.
Contact Details	: 02836- 270429 / 270325

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

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

(n)Procure Cell,

403, GNFC Infotower, S.G. T D,

Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details :

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

7

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)

DEENDAYAL PORT AUTHORITY

HARBOUR DIVISION

"Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra."

The Deendayal Port Authority is developing new facilities of Container Terminal and Multipurpose Cargo Berth at Tuna Tekra. At present only single track is available for Tuna Tekra upto AKBTL Terminal, looking to the upcoming projects of Tuna Tekra Port, it is felt necessary for doubling of track and expansion of existing railway sidings looking to future railway traffic to these berths.

Looking to upcoming projects, doubling of track of existing single Tuna line is proposed & FSR is approved by Railway.

In context of above, Deendayal Port Authority is required to prepare the Detailed Project Report for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra.

1. INTRODUCTION:

1.1. General Information and area description: -

The Deendayal Port at Kandla is situated on the West Coast of India, in the Gulf of Kutch and along the West Bank of Kandla Creek at 70° 13"E longitude and 23° 01"N Latitude. The Port was developed after Independence of India. It was commissioned in the year 1955 with 2 dry cargo berths and was declared a Major Port.

The economic hinterland of the Major Port of Kandla comprises of Jammu and Kashmir, Himachal Pradesh, Punjab, Haryana, Delhi, Rajasthan and Western Port Uttar Pradesh, Madhya Pradesh and Gujarat. The Port is served by broad gauge railway. It is also connected with major cities of India by road through the National Highway No.8A and railway line.

Tuna Port is developed as BOT Project and being operated by M/s.AKBTP (Adani Kandla Bulk Terminal Pvt. Ltd.). The Gandhidham – Tuna Railway Section is 17 Km long. The first 11 km railway line upto the take off point for M/s. AKBTL belongs to Deendayal Port Authority and developed as a part of Concessioning agreement. The consultant has to prepare Detailed Project Report for doubling of existing line, finalization the takeoff point for 2 new berths being developed by DPA and to survey the feasibility of railway connectivity to these new berths. Therefore a consultant is required to carry out various activities (mentioned in the scope of work) for preparing DPR Detailed Project Report for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra. Looking to the critical bidding schedule and further since the work is to be awarded, 'Short Tender' is being adopted i.e. only 10 (Ten) days (from date of issue of NIT) are

being given to the bidders in this present tender to submit their bids. The Consultant must have enough of the Knowledge and Experience in carrying out similar activities and shall be empanelled in the valid List of Western Railway.

2. General Information of Deendayal Port Authority:-

2.1 Presently the Port has fourteen cargo berths for handling of dry cargo traffic, six oil jetties for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek and three Single Buoy Mooring (SBM) at Vadinar, in Jamnagar District, for handling crude oil. DPA also handles dry cargo at Barge Jetties at Kandla & Tuna. Further, DPA developed Dry Bulk Terminal at Tuna Tekra on BOT Basis.

In addition, DPA has planned following activities:

- (i) To Develop Port Based Multi Product SEZ at Kandla & Tuna in an area of 5000 Hectares
- (ii) Setting up of a State of Art container Terminal at Tuna-Tekra on BOT basis
- (iii) Up gradation of Barge Handling Facility at Tuna on BOT basis.
- (iv) Multi Purpose Terminal (Stage II) at Tuna Tekra.
- (v) Development of Smart Industrial Port City (SIPC) at Kandla-Gandhidham location.
- (vi) Construction of Interchange cum ROB at LC-236.

2.2 Definitions :-

- 2.2.1 "Board" means Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act, 2021.
- 2.2.2 "Consultant" means - person or persons, firm or company whose tender has been accepted by the Board and includes the Consultant's personnel representatives, successors and permitted assignee.
- 2.2.3 "Chairman" means the Chairman of the Board of Deendayal Port Authority.
- 2.2.4 "Chief Engineer" means the Chief Engineer of Deendayal Port Authority.
- 2.2.5 "Engineer-in-Charge" means the Executive Engineer/Executive Engineer of the Deendayal Port Authority working under the Chief Engineer.
- 2.2.6 "Engineer Representative" means Assistant Executive Engineer or Assistant Engineer working under the Chief Engineer to perform various duties.

3 PROCEDURE FOR SUBMITTING TENDER

3.1 ELIGIBILITY CRITERIA

- I. Average annual financial turnover during the last three years ending 31st **March 2023**, should be at least Rs. 66 Lakhs.
- II. The bidder should be approved consultant by any Zonal Railway. Necessary documentary evidence of approved Railway Consultant should be invariably submitted with tender.

III. 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:

Three similar completed works each costing not less than Rs. 88 Lakhs.

Two similar completed works each costing not less than Rs. 110 Lakhs.

One similar completed work costing not less than Rs. 176 Lakhs.

IV. "Similar Works" mean Tenderer should have completed any type of Consultancy Services for Railway work (Separately or combined) with allied civil works successfully in that particular contract during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has provided consultancy Service in private organization, necessary TDS certificate issued by the private organization shall be submitted.

If the consultancy Service has provided as sub-contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt. / Public sector officer in case work belongs to the Govt. / Public sector or from the owner of the project in case work belongs to private organization. Also the completion certificate/ form 3A authenticated by concern Govt. / Public sector officer or owner of the project shall be uploaded along with TDS certificate deducted from that particular work. Issued by the competent authority shall be submitted along with bid submission.

3.2 The bid submitted by the bidder shall comprise the following:

A) Technical Bid

i) EMD, Tender Fee & Integrity Agreement

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 -I), 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".

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Group	711
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ii) Qualification Information Form and Document submitted by the bidder in accordance with the instructions given below: -

- a) Tender documents together with accompaniments duly stamped and signed on each page.
- b) The Bio data of Technical Experts to be appointed indicating qualification, experience etc. Complete.
- c) Bidder should furnish Income tax PAN No. and GST registration No.
- d) Bidder is required to submit the declaration that they have not been banned or debarred by any Govt/ Semi Govt. agency or PSUs.
- e) An undertaking stating that the Bidder does not have a conflict of interest that affects the bidding process as per Clause No.3.19.
- f) Documentary evidence of approved Railway consultant.

B) Financial Bid

Bill of Quantity dully filled and digitally signed by the Bidder.

Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Infotower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 / 9898589652.

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

The name and address of the tenderer shall also be written on all the covers on left side of cover.

3.3 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.

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 -I), 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".

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- b) The EMD up to Rs. 5 lakhs be payable only through Digital Mode as per information given in NIT. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank(Except Co-operative Bank)only having 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) EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after

entering in to agreement with L1 and acceptance of performance Guarantee from L1.

- d) EMD shall be refunded suo-motto without any application from the bidders.
- e) The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- f) The Bid security may be forfeited, if
 - i. The bidder withdraws the bid after bid opening during the period of bid validity.
 - ii. The Bidder does not accept the correction of the Bid price pursuant to any arithmetic error or
 - iii. The successful bidder fails within the specified time limit to
 - Sign the Agreement or
 - Furnish the required Performances security.

3.4 PERFORMANCE SECURITY:

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee within (21 days in case of domestics bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money will be refunded within 14 days from the date of payment of final bill.

Balance SD to be refunded after issuing work completion certificate.

3.5 The Consultant should not make any alteration in the tender documents.

3.7 The Board will not be responsible for or pay for expenses or losses, which may be incurred by any Consultant in the preparation of his tender.

3.8 Deleted.

3.9 Deleted.

3.10 The Board reserves the right to accept the tender in part or in full and does not bind itself to accept the lowest or any tender in part or in full.

3.11 The validity of the offer shall be 120 days from the date fixed for opening of the Technical Bid and extendable thereafter by mutual consent.

3.12 Deleted

- 3.15** The Consultants/ Advisor whose tender is accepted will be required to enter into an agreement, the form of which will be as set out in the form appended to the conditions of the contract at Annexure "A". The cost of stamping the agreement etc shall be borne by the successful Consultant.
- 3.16** Deleted.
- 3.17** Deleted.
- 3.18** The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Consultant at the appropriate time.
- 3.19** The Consultant should confirm that there is no conflict of interest in taking up this Consultancy assignment. An undertaking in this regard should be submitted by Consultant that they/ their affiliates will not bid for / rate the same projects and the conflict of interest does not exist or arise. An undertaking is to be enclosed with Technical Bid.
- 3.20** Proposed Bidder (s) may raise query relating to bidding conditions, bidding process and/or rejection of its bid. The reasons for rejecting a tender or non issuing a tender to prospective bidder will be disclosed, when written enquiries are made by the concerned bidder.
- 3.21** Bank Guarantee, towards P.G. is acceptable, only if issued by Nationalized/ Scheduled Bank except Co-operative Banks, having its branch at Gandhidham.
- 3.22** No sub –consultancy is permitted for the assignment.

4. Broad Scope of Work :-

The main objective of the PMC service is to prepare the i) Detailed Project Report (DPR) & ESP (got it approved from Railway), ii) prepare Estimate, DTP along with Specifications as per RDSO and iii) provide Supervision service during execution stage for expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra

- i. Prepare the Detailed Project Report (DPR) & ESP (got it approved from Railway):-
1. To study the approved Feasibility study Report along with Drawings and comply the observations of HQ and ADI Division of Western Railway and further suggest if any modification is required and incorporate the suggestions as well as observations in DPR.
 2. Provide assistance in coordination with other organization like FCI etc to obtain NOC for connectivity as suggested in FSR.
 3. To conduct engineering survey at Gandhidham station and along the existing siding including proposed corridor for development of railway siding.
 4. To Plan and Study the railway connectivity from the serving station

(Gandhidham) to proposed take off point/ handover point and assess the techno-economic feasibility of the railway connectivity to new terminal as well as for expansion of existing rail facility, by carrying out site inspection by a multi-disciplinary team comprising members from the associated disciplines of traffic/transportation, civil, signaling and electrical engineering of DPA and Western Railway.

5. To conduct foot by foot reconnaissance survey along the existing & proposed alignments, duly checking various geographical features and to assess modifications if any on alignment as per site conditions.
6. To Study and to prepare concept scheme for alternative proposals for development of new rail facilities.
7. To carry out detailed route survey along alternative alignments from serving Railway station to proposed take off point and to take detailed longitudinal and transverse levels along the alignment to assess terrain.
8. To survey water courses for computation of flood discharge including fixing exact location of bridges on the alignment for proper drainage.
9. To fix bench marks & control points at suitable intervals along the line to facilitate checks during detailed survey work.
10. To design Junction arrangements at serving Railway station to handle client's projected volume of inward and outward traffic expeditiously and economically.
11. To prepare layout plan for construction of new rail facility and addition/modification to existing siding, considering projected traffic and ongoing overhead electrification work.
12. To study the section for commercial/ operational/ mechanical requirements of Railways to assess the modifications/ provisions to avoid future difficulties in detailed project study.
13. To assess the grades over the proposed alignment and to work out the approximate estimated quantities.
14. Also consider all the requirement related to S & T and OHE related to propose Railway track.
15. Preparation of Detailed Estimates for the work of providing expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra based on the findings of the Survey.
16. To calculate land width required for development of new rail facility and also to work out additional land to be acquired along selected alignment and station yards, if any, including railway land to be licensed.
17. To give presentation about the details consider in DPR to client in presence of Competent Authority.
18. To prepare and submit Draft Detailed Project Report along with all drawings & abstract cost estimates for proposed augmentation work, in hard copy and soft copy and documents, to client.
19. To discuss with client and Railway authorities on proposed layout for expansion of existing line, for making changes in proposed alternatives, if required.
20. To make the modification in drawings and estimates for proposed work,

based on the discussion with client, and submit Final DPR for the project to client.

21. To prepare and submit the final DPR & ESP along with all drawings & abstract cost estimates to Railway and got approved from Railways. (5 to 7 copy).
22. Consultant has to provide the AutoCAD Drawing of Approved Drawing in ESP & DPR.
23. Consultant has to prepare structural design of all bridges/Culverts and R&D yard along with all facility like Building, platform etc. and duly vetted/approved the same by Indian Institute of Technology.
24. Consultant has to give details of method of handling container, system of working of rake movement and future traffic with consultation of Concessioner so that compliance can be sent on DPR.
25. Consultant has to provide the ground improvement study report if required for said railway layout as per attached Drawings.
26. Consultant has to approve the GAD related to bridge and other structure from Railway.

ii. Prepare Estimate, DTP along with Specifications: -

1. Estimates of works catered in shall be as per current SOR-2022 of DPA. If certain items are not available in SOR-2022 then latest USSOR of Railway shall be followed after that if items are not available on both i.e. SOR 2022, IRSOR & USSOR, the rate analysis based on prevailing market rates shall be prepared for working out the rate analysis (as per the transparency policy of DPA). Consultant should comply the observation of Technical wing / competent Authority of DPA for such analysis of rates.
2. To prepare the Tender to execute the work as per DPR and ESP approved by Railways along-with specification as per RDSO, BoQ and Tender Drawings etc. and comply the observation of Design Section and finance department of DPA.

iii. Provide Supervision service during execution stage: -

1. Technical and supervisory support during construction phase of work.
2. Review of PERT CHART submitted by contractor & other such documents for monitoring the Project.
3. Provides GFC Drawings.
4. Preparation of Phase-Wise Detailed Structural Designs and Working Drawings in Proper Scale as Necessary for Construction during construction phase.
5. CONSULTANT will supervise the construction work in order to ascertain that the works are carried out generally in accordance with the drawings and specifications.
6. Providing total furniture layout and detailed drawing during construction phase.
7. Consultant should submit Supervision plan, man power implementation schedule, quality control plan, bar chart, sop to execute laboratory test schedule, during the start the construction work.
8. During construction phase, Consultant shall supervise the work so as to execute the work as per IS Codes & drawings, specification & Special Condition, BOQ of Tender.
9. During construction phase, Consultant will supervise Work inclusive but not limited to, prepare daily, weekly and monthly progress report, prepare

- scheduling of entire project, Quality control, Documentation, maintaining & checking daily record of labour, equipment, incoming-outgoing materials etc.
10. Consultant have to coordinate with Railway Department to take approval if required during the execution stage.
11. For above Services, consultant has to provide full time one site supervisor having Bachelor degree in Engineering / PWI and minimum 3 years experience in Railway field during execution stage. Site Supervisor directly report to Engineer In charge / Representative of Engineer In charge and keep him inform about ongoing activity, progress of work, quality and overall control on day to day basis.

5. Schedule:

- 5.1 The time period for providing Consultancy services for "Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra.", will be as under:
- a) The Consultant shall have to ensure that their qualified and experienced representatives are stationed at the **Gandhidham**, if required by the authority, to perform the above mentioned scope of work, in a speedy and accurate manner to suffice the requirement of the authority for which consultancy services are being rendered by the Consultant. **Total Time period of consultancy will be 26 Months. However, this period may be extended based on correspondences with Railway authorities and DPA, delay in approval of DPR by Railway & delay on construction periods. No any extra charges will be provided on account of consultant required being stationed at DPA office. (No additional amount over and above contract amount, shall be payable to the consultant in case time period need to be extended beyond 26 Months to complete the said assignment).**

The Consultant shall strictly follow the time schedule as mentioned above and as directed by the Authority to its full satisfaction.

Time periods = 26 Months = 6 months (Approval of DPR & ESP from Railway Authority & Submission of DTP to DPA as per approved DPR) & **4 Months** (This time period is required to DPA for tendering process to award the work to Contractor) + **20 Months** (Construction Periods)

6. Remuneration: -

- 6.1 The Bidder shall quote a lump sum amount for the above said scope of work payable by DPA including all taxes, duties for Providing Consultancy/Advisory Services, in accordance with clause -4 (Scope of work) of the Tender for the subject work. The amount quoted shall be excluding of GST which shall be paid extra.
- 6.2 The lump-sum charges quoted by the Consultant / Advisor shall be inclusive of all the expenses towards payment of fees to professionals / experts engaged to carry out aforesaid activities, for making them stationed at the **DPA** office, vetting of structural Design by M/s IIT and preparation of relevant compliances.

6.3 The schedule for payment of lump sum charges quoted by the Consultant / Advisor shall be as under :-

Sr. No.	Description	Percentage of lump-sum amount quoted for the respective stages of the scope of Work.	Time periods
(i)	On Completion of Survey and approval of Detailed Project Report & ESP with relevant drawings and estimate by DPA.	15%	<p>For Sr. No. (i), (ii), (iii) & (iv) - Up to 6 Month</p> <p>Or</p> <p>Approval of DPR from Railway.</p> <p>Whichever is earlier.</p>
(ii)	On submission of DPR & ESP to Railway Authorities after getting approval from DPA.	05%	
(iii)	On approval of DPR & ESP from Railway Authorities.	20%	
(iv)	Preparation of Final Draft Tender Papers (DTPs) as per approved DPR & ESP and approval by DPA.	10%	
(v)	Deployment of One site supervisor for day to day activities as mentioned in scope of work for 20 Month.	7.5 % after completion of service for each 5 Month. For 20 month periods = 30 %	For Sr. No. V – This task will be started from next day of issue of work order up to 20 Month
(vi)	On completion of site Work and obtain commencement certificate from Railway.	20%	

6.4. Releasing the payment: - Payment of above said charges will be made by Deendayal Port Authority on submission of the bill by the Consultant. The payment shall be made through NEFT/RTGS.

6.5. Taxes and Duties: - The offer of the Consultant shall be inclusive of all taxes and any duties payable by them (Except GST). Income tax and surcharge as applicable shall be deducted at source by Deendayal Port Authority in accordance with Income Tax Act and in accordance with instruction issued by Tax Authorities on this behalf from time to time, however, for this TDS Certificate will be given.

6.6. DPA will pay other charges like i.e. Codal charges, processing Fees etc required to pay to Railway as per guidelines of Railway.

7. Care and Diligence:-

The Consultant is responsible for technical, professional and contractual duties to be performed by them and will be fully responsible for carrying out their duties properly.

8. Termination of Services:-

The Employer reserves the right to terminate the Consultancy Agreement with one month notice on the grounds such as un-satisfactory work, un-due and inordinate delay in submission of Report/s, un-reasonable intermediate claims, display of non-co-ordination and non-liaison during execution period of consultancy, etc. The Balance work will be carried out by the Employer at the risk and cost of the Consultant. The decision of the Employer in this regard shall be final and binding upon the Technical Consultant.

9. Liquidated Damage (L.D.):-

The time allowed for various services mentioned under clause no. 6.3 shall be strictly adhered to by the consultant. In case of delay on satisfactory completion of any of the services due to the any default on part of consultant, the consultant shall be liable to pay L.D for delay an amount equal to 0.5% per week or part thereof of the contract value of the work, beyond the scheduled period of undertaking the services to be rendered by consultant. Provided always that the entire amount of L.D to be levied shall not exceed 10% of total value of the contract.

10 Arbitration:-

- (I) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any Officer appointed by him.
- (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (III) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (IV) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to

- arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes alongwith the notice seeking appointment of arbitrator.
 - (VI) It is also a term of contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims / disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
 - (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes / claims as referred to him by the appointing authority and give separate award against each dispute/claims as referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
 - (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
 - (IX) The arbitrator may from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
 - (X) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
 - (XI) It is also a terms of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
 - (XII) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
 - (XIII) Venue of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

11. Forfeiture of Security Deposit :

The Chairman may, at his option, forthwith forfeit the security deposit in whole or in part if in the opinion of the Chairman, the Consultant has failed to fulfil any of all of the conditions of his contract, without prejudice to any and all right of the Board to recover from the Consultant any amounts failing due to Board through non observing by the Consultant of any of the clauses hereof.

12. Language and Law Governing the Contract:

English language shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract. This contract, its meaning and interpretation, and the relation between the DPA and consultant shall be governed by the Applicable law in India.

13. Confidentially

The consultant and their Personnel shall not, either during the term or within

two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Board's business or operations without the prior written consent of the Board.

14. Reporting Obligations

The consultant shall submit to the DPA the reports and documents as specified in the Scope of Services.

15. Documents Prepared by the consultant to be the Property of Board

All reports and other documents prepared by the consultant in performing the Services shall become and remain the property of the DPA. The consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the DPA.

16. Completion of the Project.

- 16.1 Time limit for completion of the project work as stipulated in the tender is as per clause 5 (time schedule).

17. Penalty :-

The full time stationed key personnel i.e. site supervisor would be entitled to 20 days' leave + 08 National Holiday during construction phase i.e. for 20 months (As per Sr. no. V of clause no. 6.3) or till the completion of work at site, which may be availed of with prior approval. For any absence in excess of 20 days + 08 National Holiday, amount of Rs. 6000 per day will be deducted as penalty.

18. GOODS & SERVICE (GST) CLAUSE

The consultant shall quote the price exclusive of GST. The applicable GST shall be paid extra to the consultant after producing GST Invoice as per the certified Bill by the department. However, element of GST shall not consider for evaluation of bid.

"Contractor/service provider/supplier etc. has to ensure timely & proper filling of GSTR 1 so that Deendayal Port AUTHORITY can avail input tax credit in timely manner. In case DPA not allowed input credit due to failure of part of the contractor/service provider/supplier etc., it will be a financial loss to DPT & therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

TDS ON GST

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

19. INTEGRITY PACT

The Integrity Pact duly signed by Authorized person(s) with one witness need to be submitted by the bidder along-with the EMD and tender free in preliminary bid as per the format provided in tender document.

Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The "Principal" means "Deendayal Port Authority" and "Counter Party" means "Bidder". If a Counter party commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit, would be forfeited and in addition, they may be blacklisted from the DPA business in future.

In case of violation of the Integrity Pact by Counter party after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee(s) and other payments to counter party in such cases.

The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential Bidder) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/she shall submit the hard copy duly filled, signed IP Agreement to the XEN (H), Nirman Building, New Kandla within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.

CONSULTANT

**EXECUTIVE ENGINEER (HARBOUR)
DEENDAYAL PORT AUTHORITY**

FORM OF AGREEMENT

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority, a body corporate under Major Port Authority Act, 2021, having its Administrative Office Building at Gandhidham (Kutch). (hereinafter called the "Board", which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and _____ (name and address of he Advisor if an individual and of all partners if a Partnership with all their addresses) (hereinafter called the "Consultant" which expression shall unless excluded by or repugnant to the context be deemed to include his/their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

WHEREAS the Board is desirous of carrying out the work of **"Providing PMC Services for preparation of Detailed Project Report and assist in Supervision during execution for the expansion of existing Railway siding for Tekra Port of Deendayal Port Authority to serve upcoming Projects at Tekra.."** and whereas the Consultant has offered to execute and complete such works AND WHEREAS the Consultant has deposited a sum of Rs. _____ as security in the form of _____ which would be released after the successful completion of the work.

Now this Agreement Witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
 - a) The tender submitted by the Consultant.
 - b) Letter of award dated _____.
 - c) The conditions of Contract.
3. The Consultant hereby covenants with the Board to complete the works in conformity, in all respects, with the provision of the contract.
4. The Board hereby covenants to pay the Consultant in consideration of such works "the contract price" of Rs. _____ (Rupees

_____) at the time and in the manner prescribed by the tender issued by Kandla Port Trust.

IN WITNESS where of the parties hereunto have set their hands and seals the day and year first above written.

Signed and sealed by the Advisor in the presence of Witness :-

Witness:-

a) Signature
Name and Address

b) Signature
Name and Address

CONSULTANT

**Chief Engineer,
Deendayal Port Authority.**
For & on behalf of the
Board in presence
Chairman, **Deendayal Port
Authority**

Witness :

(Signature, Name & Address)

1. -----

2. -----

The common seal of the Board of Trustees of the Port of Kandla affixed in the presence of :

Seal

**SECRETARY
DEENDAYAL PORT**

AUTHORITY

Annexure - B

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

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

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority 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, its successors and assigns) having agreed to release Performance Guarantee / Security Deposit to (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)

Date _____ made between the contractors and the Board for execution of

_____ covered under Tender No. _____

dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____)

_____ only we, the (Name of the Bank and Address)

_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____

(Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

(Rupees _____) only.

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

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

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

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

(Name of the user department)

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

5. We, _____ further agree with the Board that
the (Name of Bank and Branch)

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

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

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

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

9. Notwithstanding anything contained herein:

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

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

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

Date _____ day of _____ 20

For (Name of Bank)
(Name)

Signature

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

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

DECLARATION BY THE PARTY:-

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

**Signature of the Party
With the seal**

INTEGRITY PACT

Between

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

..... (Name of The bidders and consortiummembers) 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-12/24** 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 observe the following principles during participation in the tender process and during the contract execution.

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 36-48).

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract 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 recuses 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 / Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

Section 9 - Pact Duration

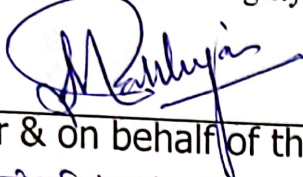
9.1 This Pact shall be operative from the date of signing of IP by both the Parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty , guarantee , etc. should be outside the purview of IEMs.

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

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



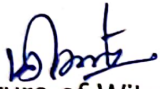
(For & on behalf of the Principal)

अधिशायी अभियंता (बंदरगाह)
दीनदयाल पोर्ट प्राधिकरण
EXECUTIVE ENGINEER (HARBOUR)
DEENDAYAL PORT AUTHORITY

(Office Seal)

(For & on behalf of the
Bidder/Contractor)

(Office Seal)


Signature of Witness:
(Name & Address)

Anil Rautiya

Room No- 111,
Mirman Building
Kandla.

Signature of Witness:
(Name & Address)

Place : Gandhidham

Date : ____/____/2024

Note : The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (As per Appendix), and Shri S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.), has been appointed by DPA as Independent External Monitors for Integrity Pact. whose address are as under:

Shri S.K. Sarkar, IAS (Retd.)
B-104, Nayantara Aptt.,
Plot 8 B, Sec-07, Dwarka,
New Delhi - 110 075.
Mobile No.98111 49324
Email : sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)
A-9, Sector - 30
Noida (U.P.) - 201301
Mobile No.9871322133
Email : saurabh7678@yahoo.co.in

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.

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

1. Introduction

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

2. Scope

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.

- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. **Definitions**

In these Guidelines, unless the context otherwise requires:

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

Note: This list is only illustrative in nature.

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

Area of Banning/ Suspension	Competent Authority	1st Appellate Authority	2nd Appellate Authority
Board-wide banning	HoD of the Board	Chairman, DPA	--
Banning / Suspension of business dealings with Foreign supplier of imported coal & coke	HoD's Committee	Chairman, DPA	DPA Board**

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

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

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

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

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

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.
- Further to the suspension, the investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority to be completed within six months from order of suspension.
- 5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.
- 5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure :-
- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.

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

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

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

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

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs

a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;

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

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

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

7. Banning of Business Dealings.

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

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

9. Show-cause Notice

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

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

X-X-X-X

PRE-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders

1.1 Constitution or legal status of bidder (attach copy)

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

1. Turnover of the firm/ JV

YEAR	TURN OVER
2020-21	
2022-22	
2022-23	
Average	

Attachments: Financial reports for the last three years; balance sheets, profit and loss statement, auditors reports

3. Similar works

Particulars	Year	No. of works	Value
Total value completed similar work as defined in the tender document during last 7 years	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

Attachments: Supporting documents, viz., successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of “similar work” employers reserves the right to verify the information;

4. Information on litigation history in which the bidder is involved.

Other party(ies)	port	Cause of dispute	amount	Remarks involved showing present status

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)