

DEENDAYAL PORT AUTHORITY



TENDER DOCUMENTS FOR

Engaging Consultant for Fire Risk Assessment of DPA
Buildings New Kandla

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-17/25

BID NO: - HD –17/25

NAME OF WORK: Engaging Consultant for Fire Risk Assessment of DPA Buildings
New Kandla.

PERIOD OF DOWNLOADING OF BID DOCUMENTS

FROM : DATE

TO : DATE 05/08/2025 TIME 12:00 HRS.

TIME AND DATE OF PRE-BID CONFERENCE: Not applicable

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 05/08/2025 TIME 12:00HRS

*TIME AND DATE OF OPENING OF BIDS : DATE 05/08/2025 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- 17/25

**NAME OF WORK: - Engaging Consultant for Fire Risk Assessment of DPA Buildings
New Kandla**

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

| Work Description | Tender Fee (In Rs.) | Estimated cost (In Rs.) | EMD (In Rs.) | Last Date and time of online Submission of bid documents |
|---|---|-------------------------------|---|---|
| Engaging Consultant for Fire Risk Assessment of DPA Buildings New Kandla | Rs.1770/- including GST (Only through Digital mode of Payment. Beneficiary : Deendayal Port Authority Account No. : 2177002100 004628 IFSC Code : PUNB02177 00 Punjab National Bank, Kandla Branch | Rs. 10,00,000.00 | Rs. 10,000.00 In the form Only through Digital mode of Payment. Beneficiary : Deendayal Port Authority Account No. : 2177002100004628 IFSC Code : PUNB0217700 Punjab National Bank, Kandla Branch. | 05/08/2025 upto 12:00 Hrs. |

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from _____ to 05/08/2025 @ 12:00 hrs. Tender Notice is also available on <http://kandlaport.gov.in>. Technical Bid will be opened on 05/08/2025 @ 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). Mobile no. 9638144900 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- 17/25 |
| Name of Work | : Engaging Consultant for Fire Risk Assessment of DPA Buildings New Kandla |
| Estimated Contract Value (INRs) | : Rs. 10,00,000.00 |
| Period of Completion (in Months) | 6 months |
| Bidding Type | : Online open Tender |
| 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. 3.00 Lakhs Excluding GST. <i>Average annual Turnover based on CA certificate duly stamp, signed with UDIN/Membership number is to be submitted failing which bid will be stand non-responsive.</i> 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. 4.00 Lakhs excluding GST. ii. Two similar completed works each costing not less than Rs. 5.00 Lakhs Excluding GST. iii. One similar completed work costing not less than Rs. 8.00 Lakhs Excluding GST. 4. "Similar Works" mean Tenderer should have completed any type of Consultancy Services for Fire Safety Engineering work (Separately |

| | |
|--------------------|---|
| | <p>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 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.</p> <p>The applicant should have experience in Fire Safety Engineering with proven track record in designing Fire Safety measures for various kinds of fire hazards in Educational, Residential and Industrial complexes, Port, Oil and Gas, Petrochemicals, Warehouse, Buildings, IT / Industrial sector in Supervision / Implementation / Safety Audit / Work Zone Safety / Planning etc. of Fire Safety solutions like Fixed and Mobile Fire Protection system, Clean Agent based flooding type fire suppression systems, early warning addressable fire and smoke detection systems, F&G System, passive fire safety design, water and mist sprinkler systems, etc</p> <p>The applicant should have sufficient number of technical and administrative employees for the proper execution of the consultancy job.</p> <p>Knowledge and exposure of Local / National / International code of practice on fire safety. Experience of fire safety audit assignments or fire safety planning.</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) : | : Rs. 10,000.00/- (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.) Note: - <i>“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”.</i> <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 05/08/2025 Time 12:00 Hrs | | | | | | | | | | |
| Last Date & Time for Online submission of bids | : Date 05/08/2025 Time 12:00 Hrs @ office of the Executive Engineer, New Kandla | | | | | | | | | | |

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| Bid Validity Period | : 120 Days from the date of opening of preliminary bid. |
| Condition | <p>Tender fee & EMD shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD & Tender Fee are received. Accordingly offer of only those shall be opened whose 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 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, Mobile : 9638144900. |
| Bid Opening Date | : Technical Bid will be opened on 05/08/2025 @ 12:10 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 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)

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

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
 2. The intending bidder must have class-III digital signature to submit the bid.
 3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents while uploading the bid. Such as proof of Digital mode of Payment towards cost of bid document, and EMD
 4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
 5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
 6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
 7. Contractor can upload documents in the form of JPG format and PDF format.
 8. It is mandatory to upload scanned copies of all the documents including GST registration / PAN as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
 9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
 10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
 11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
 12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
 13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
 14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non- responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPT.
List of Documents to be scanned and uploaded within the period of bid submission:
 - I. proof of Digital mode of Payment against EMD.
 - II. proof of Digital mode of Payment towards cost of Tender Fees.
- Bid Document.**
- III. Certificates of Work Experience of successfully completed works issued by the client.
 - IV. Certificate of Financial Turnover from CA
 - VI. Any other Document as specified in the notice inviting tender.
 - VII. Affidavit as per provisions of NIT
 - VIII. Certificate of Registration for GST and acknowledgement of up to date filed return if required.

**Executive Engineer (H)
Deendayal Port Authority**

DEENDAYAL PORT AUTHORITY

HARBOUR DIVISION

"Engaging Consultant for Fire Risk Assessment of DPA Buildings New Kandla."

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 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.

Consultant has to provide consultancy services for **Fire Risk Assessment of DPA Buildings New Kandla.**

Audit/consultancy Objectives

- Following objectives to be considered in focus while conducting the audit/consultancy:

- To provide the auditees with an opportunity to assess its own Fire Protection system against standard and identify areas for improvement.
- To carry out a systematic, critical appraisal of all potential fire hazards involving personnel, building, services, operations and procedures.
- To ensure that Fire Protection system fully satisfy the legal requirements and those of the company's written policies, objectives and progress.

Audit Scope

Following are the key focus area while carrying out Audit;

1. Fire load as per 66 A of the GFR, 1963 and as per National Building Code of India (Part 4).
2. Verify current firefighting arrangement (Fire extinguishers, Fire hydrant line, Sprinkler system, Heat, Smoke, Multi detectors).

3. Access healthiness of fire hydrant system, also adequacy check for its design parameter and layout at various building whether they are meeting standard requirement or not.

4. Adequacy of existing fire protection system

- Assessment of existing Fire Protection System;
- Fire extinguishers for its adequacy.

5. Lay out drawing of Fire Hydrant network and Fire Extinguishers will be reviewed as per the IS: 1641: 2013 (Reaffirmed Year: 2018)

6. Fire water storage and pumping capacity as per the IS: 13039 – 2014 (Reaffirmed Year: 2019). General safety precautions for maintenance of first aid firefighting equipment's as per IS: 2190: 2010 (Reaffirmed Year: 2015).

Buildings inside & outside cargo jetty area as under:

1. Sevasadan-III
2. Command control Centre
3. ATM's Office Building
4. CDC Building
5. Shramdeep Building
6. Nirman Building
7. Marine Bhawan
8. Newly Under construction office Building

7. Suggest state-of-the-art early warning fire and smoke detection system preferably using advanced aspiration technology-based detectors which is highly accurate, gives very minimal false alarm and is able to properly detect fire even at incipient stage.

8. Perform Gap Assessment study and suggest inputs as per below mentioned fire protection standards.

Fire Safety recommendations from Gujarat State Fire Services. Gujarat Fire Prevention and Life Safety Measures act-2013

Gujarat Fire Prevention and Life Safety Measures (Amendment) Ordinance, 2021
GFP & LSM(Second Amendment) Rules, 2023

Gujarat Fire Prevention and Life Safety Measures Regulations, 2023

National Building Code (NBC) of India: Part 4 - FIRE AND LIFE SAFETY.
International Building Code (IBC). (2012 edition)

NFPA 101: Life Safety Code (2012 edition)

NFPA – 30: Flammable and Combustible Liquids Code

FIRE PROTECTION MANUAL: TARIFF ADVISORY COMMITTEE (TAC).

IS: 2189: Code of Practice for Automatic Fire Detection & Alarm System

NFPA 72: NATIONAL FIRE ALARM CODE

NFPA 10 - Standard for Portable Fire Extinguishers NFPA 70: National Electrical Code (NEC)

NFPA 72 - National Fire Alarm and Signaling Code NFPA 72E- Fire and gas detectors and sensors

NFPA 77 - Recommended Practice on Static Electricity

NFPA 80 - Standard for Fire Doors and Other Opening Protectives

NFPA 80A - Recommended Practice for Protection of Buildings from Exterior Fire Exposures

NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems

NFPA 92 - Standard for Smoke Control Systems

NFPA 92A - Standard for Smoke-Control Systems Utilizing Barriers and Pressure Differences

NFPA 101 - Life Safety Code

NFPA 105 - Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives

NFPA 110 - Standard for Emergency and Standby Power Systems NFPA 170 - Standard for Fire Safety and Emergency Symbols

NFPA 221 - Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls

NFPA 220: Standard on Types of Building Construction BS EN 54

IS 12349: 1998 (Reaffirmed 2002) - Fire Protection – Safety Signs

IS 15325: 2003 – Design and Installation of Fixed Automatic High and Medium Velocity Water Spray System

IS 9457: 2005 – Safety Colours and Safety Signs

IS 2190: 2010 (Reaffirmed 2015) – Selection, Installation and Maintenance of First-Aid Fire Extinguishers

IS 15105: 2002 (Reaffirmed 2012) – Design and Installation of Fixed Automatic Sprinkler Fire Extinguishing Systems

IS 15683: 2018 – Portable Fire Extinguisher – Performance and Construction – Specification

IS : 1643 - 1988 FIRESAFETY OFBUILDINGS(GENERAL): EXPOSURE HAZARD

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 of the previous financial years, should be at least Rs. 3.00 Lakhs Excluding GST.

Average annual Turnover based on CA certificate duly stamp, signed with UDIN/Membership number is to be submitted failing which bid will be stand non-responsive.

- II. The bidder should be approved consultant by any Government organization. Necessary documentary evidence of approved Government 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. 4.00 Lakhs Excluding GST.
- Two similar completed works each costing not less than Rs. 5.00 Lakhs Excluding GST.
- One similar completed work costing not less than Rs. 8.00 Lakhs Excluding GST.
- IV. "Similar Works" mean Tenderer should have completed any type of Consultancy Services for Fire Safety Engineering 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.
- V. The applicant should have experience in Fire Safety Engineering with proven track record in designing Fire Safety measures for various kinds of fire hazards in Educational, Residential and Industrial complexes, Port, Oil and Gas, Petrochemicals, Warehouse, Buildings, IT / Industrial sector in Supervision / Implementation / Safety Audit / Work Zone Safety / Planning etc. of Fire Safety solutions like Fixed and

Mobile Fire Protection system, Clean Agent based flooding type fire suppression systems, early warning addressable fire and smoke detection systems, F&G System, passive fire safety design, water and mist sprinkler systems, etc

- VI. The applicant should have sufficient number of technical and administrative employees for the proper execution of the consultancy job.
- VII. Knowledge and exposure of Local / National / International code of practice on fire safety. Experience of fire safety audit assignments or fire safety planning.

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

- A) Technical Bid
- i) EMD, Tender Fee

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".

| | |
|-------------|--|
| 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) |

- 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 consultancy services.

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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| 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) |

- 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.

34.1 Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as **INSURANCE SURETY BOND as per for Form8A/** FDR or Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or Digital transfer 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 be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period, NOC from Geology Department & Payment of welfare cess for final bill.

34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

34.3 The documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended By Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

34.4 The performance guarantee submitted in form Bank Guarantee should be valid for period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

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 of opening of the preliminary Bid.

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), ii) prepare Estimate, DTP along with Specifications as per Fire safety norms

i. Prepare the Detailed Project Report (DPR)

Providing consultancy services for **Fire Risk Assessment of DPA Buildings New Kandla.**

Audit/consultancy Objectives

- Following objectives to be considered in focus while conducting the audit/consultancy:

- To provide the auditees with an opportunity to assess its own Fire Protection system against standard and identify areas for improvement.
- To carry out a systematic, critical appraisal of all potential fire hazards involving personnel, building, services, operations and procedures.
- To ensure that Fire Protection system fully satisfy the legal requirements and those of the company's written policies, objectives and progress.

Audit Scope

Following are the key focus area while carrying out Audit;

1. Fire load as per 66 A of the GFR, 1963 and as per National Building Code of India (Part 4).
2. Verify current firefighting arrangement (Fire extinguishers, Fire hydrant line, Sprinkler system, Heat, Smoke, Multi detectors).
3. Access healthiness of fire hydrant system, also adequacy check for its design parameter and layout at various building whether they are meeting standard requirement or not.
4. Adequacy of existing fire protection system
 - Assessment of existing Fire Protection System;
 - Fire extinguishers for its adequacy.
5. Lay out drawing of Fire Hydrant network and Fire Extinguishers will be reviewed as per the IS: 1641: 2013 (Reaffirmed Year: 2018)
6. Fire water storage and pumping capacity as per the IS: 13039 – 2014 (Reaffirmed Year: 2019). General safety precautions for maintenance of first aid firefighting equipment's as per IS: 2190: 2010 (Reaffirmed Year: 2015).

Buildings inside & outside cargo jetty area as under:

1. Sevasadan-III
2. Command control Centre
3. ATM's Office Building
4. CDC Building
5. Shramdeep Building
6. Nirman Building
7. Marine Bhawan
8. Newly Under construction office Building

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, 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 approved by Fire Officer along-with specification as per Fire safety norms, BoQ and Tender Drawings etc. and comply the observation of Design Section and finance department of DPA.

5. **Schedule:**

5.1 The time period for providing Consultancy services for “Engaging Consultant for Fire Risk Assessment of DPA Buildings New Kandla.”, 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 6 Months.**

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

Time periods = 6 months

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, 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 submission of DPR after getting approval from DPA. | 25% | 2 months | |
| (iii) | On approval of DPR from Fire & safety Authorities. | 25% | 1 month | |
| (iv) | Preparation of Estimate & Final Draft Tender Papers (DTPs) as per approved DPR and approval by DPA. | 50% | 3 months | |

- 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.

7. Care and Diligence:-

The Consultant is responsible for technical, professional and contractual duties to be performed by them and will 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. 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/-.

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

SPECIMEN CONTRACT AGREEMENT

(to be executed on Rs.500/- Non-judicial stamp paper)

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

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

AGREEMENT

This agreement made this _____ day of _____ between the Board of the Port of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021, having which Administrative Office building at Gandhidham (Kutch). (Here in after called the “Board” which expression shall unless excluded repugnant to the context, be deemed to include their successors in office) of the one part and _____ (herein after called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executors, Administrators, Representatives and assigns or successors in office) of the other part.

WHEARS the Board is desirous of carrying out the work of _____ and whereas the Contractor has offered to execute and complete such works at a total cost of ₹ _____

AND WHEREAS the contractor has agreed to if any arbitration award shall be referred to Conciliation Committee / Council comprising of independent subject expert. The award by the Conciliation Committee / Councils shall be placed before the Board of Trustee for consideration if agreed by both the party

AND WHEREAS the contractor has agreed to deposit the Performance Security Deposit as follows for due fulfilment of all the conditions of the contract :

(1) ₹ _____ paid in the form of *B.G./Online/FDR/Insurance surety Bond* towards 5% of Contract value as Performance Guarantee and balance 5% to be recovered from running bills.

NOW THIS AGREEMENT WITNESSETH 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. Notice Inviting Tender (Page No. _____ to _____)
 - b. The tender submitted by the contractor including Schedule “A” and “B”. (page No. _____ to _____)
 - c. General Rules and direction for the guidance of the tendere (Page No. _____ to _____)
 - d. General and Special Conditions of the Contract. (Page No. ____ to ____)

- e. The schedule of items of work with quantities and rates. (Page No. ____ to ____)
 - f. Correspondence exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by manual consent (to be enumerated). (Page No. ____ to ____)
 - g. Work Order No. _____ issued vide letter No. _____ (Page No. ____ to ____)
3. The Contractor hereby covenants with the Board to complete and maintain the said works to the satisfaction of the Board in conformity in all respects, with the provision of the said contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of :

M/s. _____

(Name, signature Designation
and Seal of the Contractor)

WITNESS
1. -----

2. -----

Contractor

Signed, sealed & delivered
By Chief Engineer on
behalf of the Board in the
Presence of :

Chief Engineer
Deendayal Port Authority

FOR & ON BEHALF OF THE
BOARD OF DEENDAYAL PORT
AUTHORITY

Witness : (Name, Signature, address)
1. -----
2. -----
(Dy. HOD & XEN)
The common seal of the
Board of Deendayal Port Authority affixed in
the presence of :

SECRETARY
DEENDAYAL PORT AUTHORITY
SECRETARY
DEENDAYAL PORT AUTHORITY

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

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

Insurance Surety Bond No.

Date :

(Name of the Contract)

To :

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

Dear Sirs,

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

We..... [Name & Address of the Insurance Company]..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto..... (@).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to

be enforceable till the Employer discharges this guarantee or til. (days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

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

- i) Our liability under this Insurance Surety Bond shall not exceed(*).....
- ii) This Insurance Surety Bond shall be valid up to(+).....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before @.....

Dated thisday of 20..... at

WITNESS

Signed for and on behalf of the Insurance Company

1.
(Signature)

.....
(Name)

.....
(Signature)

.....
(Name)

Notes :

1. (*) This sum shall be **Five percent (5%)** of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligation of the contractor, including Defect Liability Period.

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

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

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

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

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 forbear 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**

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 |
|---------|-----------|
| 2021-22 | |
| 2022-23 | |
| 2023-24 | |
| 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 | 2018-19 | | |
| | 2019-20 | | |
| | 2020-21 | | |
| | 2021-22 | | |
| | 2022-23 | | |
| | 2023-24 | | |
| | 2024-25 | | |

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

Bid a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our
during the period of bid validity specified in the form of Bid; or
of b) having been notified of the acceptance of our Bid by the purchaser during the period
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)

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:
- a) If one is a subsidiary of the other;
 - b) If the Functional Director(s), Partner(s), Manager(s) or Represent
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
 - e) If the agencies have same authorized signatory (ies)
 - f) If they have the same address/same Permanent Account Number /same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

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

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

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

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

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

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

- 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

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

DPA.
X-X-X-X