

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

PROJECT DIVISION



TENDER No. P-03/2024

**APPOINTMENT OF CONSULTANT FOR ESTABLISHING
PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT,
MONITORING, IMPLEMENTATION AND ADMINISTRATIVE
SUPPORT AT DEENDAYAL PORT AUTHORITY**

ISSUED BY:

OFFICE OF EXECUTIVE ENGINEER (PROJECT)

Deendayal Port Authority
Project Division, Engineering Department,
Room no. 110, Annexe, Administrative Office Building,
Post Box No.50, Gandhidham –370 201
District–Kutch, State-Gujarat
INDIA

Mobile: 9724301528

E-mail: kptprojectdivision@gmail.com

Website: www.deendayalport.gov.in



**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

TENDER No. P-03/2024

APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY

CONTENTS OF THE TENDER DOCUMENTS

Sr.No	Section No	Contents	Page No.
01	DC-1	TENDER NOTICE	3
02	DC-2	TENDER ACTIVITY SHEET	4
03	DC-3	NOTICE INVITING ONLINE TENDER	5-9
04	SECTION I	INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E- TENDERING AND DISCLAIMER	10-11
05	SECTION II	INSTRUCTION TO BIDDERS	12-21
06	SECTION III	SCOPE OF WORK/TERMS OF REFERENCE (TOR)	22-23
07	SECTION IV	EVALUATION OF PROPOSAL	24-28
08	SECTION V	GENERAL CONDITIONS OF CONTRACT	29-37
09	SECTION VI	FORMS OF BID	38-59
10	SECTION VII	LETTER OF ACCEPTANCE AND FORMS OF SECURITIES	60-63
11	SECTION VIII	FORM OF AGREEMENT	64-65
12	SECTION IX	INTEGRITY PACT	66-82

DC-1: TENDER NOTICE

Tender No. P-03/2024

ONLINE TENDERING (E-Tendering)

NAME OF WORK	APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY
---------------------	--

Online Tenders are invited under TWO BID SYSTEMS (Technical and Financial Bid) by Executive Engineer (Project), DPA from the firms which have relevant experience and meeting the eligibility criteria.

Details of the Tender Fee & Estimated Cost are as follows:

Tender Fee (In Rs.)	Estimated cost (In Rs.)	Last Date and Time of online Submission of bid documents
Rs. 5900 (i.e.5000 + 18% G.S.T.)	Rs. 7,22,33,333	ON 08.10.2024 UPTO 15:00 HOURS

Detailed Tender Notice along with complete tender documents can be downloaded from the official website of Deendayal Port Authority www.deendayalport.gov.in OR <https://tender.nprocure.com> from **06/09/2024 to 08/10/2024 upto 15:00 HOURS.**

Preliminary Bid will be opened on **08/10/2024 @ 16:00 Hours.** Date of opening of Price bid shall be notified after scrutiny of Technical Bids. For further details and general enquiries, the prospective bidders may contact Executive Engineer (Project), Room no. 110, Annexe, A.O.Building, Gandhidham (Kutch) – 370201. Email id: kptprojectdivision@gmail.com (Contact No: +91- 9724301528), during working hours, before the last date and time of submission of tender document. The modification / Corrigendum, if any, will be placed on website only and shall not be released in Newspapers or any other form.

Executive Engineer (Project)

Deendayal Port Authority

DC-2: TENDER ACTIVITY SHEET

APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	06.09.2024	16:00 Hrs.
2.	Bid Document Download start date	06.09.2024	16:00 Hrs.
3.	Bid Document Download End Date	08.10.2024	15:00 Hrs.
4.	Pre-Bid Meeting Date	17.09.2024	15:00 Hrs.
5.	Bid Submission Start Date	06.09.2024	16:00 Hrs.
6.	Bid Submission End Date	08.10.2024	15:00 Hrs.
7.	Tender Opening Date		
	a) Preliminary Bid	08.10.2024	16:00 Hrs.
	b) Technical Bid	Will be intimated to the Qualified Bidders.	
	c) Financial Bid	Will be intimated to the Qualified Bidders.	

**DC-3: NOTICE INVITING ONLINE TENDER
DEENDAYAL PORT AUTHORITY**

Details about E-Tender:

Department Name	Civil Engineering Department
Circle/Division	Project Division, A.O.Building, Annex, Gandhidham (Kutch)-370201.
Tender No.	P-03/2024
Name of Work	APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY
Estimated Contract Value(INR)	Rs. 7,22,33,333 (Rupees Seven Crores Twenty-Two Lacs Thirty-Three Thousand Three Hundred Thirty Three Only)
Period of Completion (in Months)	36 Months (24 Months + 12 Months if extended)
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Settings	Indian Rupee (INR)
Bid Document Fee/Tender Fee :	Rs.5900 (Rupees Five Thousand Nine Hundred Only) i.e. Rs.5000 + 900 (TenderFee+18%GST) shall be deposited only through digital mode in the account of Port as mentioned below: Account no :- 10080100022427 IFSC Code :- BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipt of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organisation under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee. Such bidders shall upload the scanned copy of valid certificate.
Bid Security/EMD(INR):	Rs. 7,22,333.00 (Rupees Seven Lacs Twenty Two Thousand Three Hundred Thirty Three Only) towards EMD is to be paid in the form of Bank Guarantee and shall be submitted in electronic form through on line (by scanning) while uploading the bid. In case of Micro and Small Enterprise (MSEs), valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd. or Ministry of MSME, Government of India, showing list of items related to subject tender may be submitted in order to become eligible for exemption from payment of Bid Security/EMD. Such bidders shall upload the scanned copy of valid certificate. It may be noted that exemption certificate issued by any other authority will not be entertained. Such bidder shall upload in technical proposal 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 (Form no. 12), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy

	<p>of valid certificate in Technical bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below:</p> <table border="1"> <thead> <tr> <th>NIC Code</th> <th>Activities</th> </tr> </thead> <tbody> <tr> <td>Division 70</td> <td>Activities of head offices; management consultancy activities</td> </tr> <tr> <td>702</td> <td>Management Consultant activities</td> </tr> <tr> <td>7020</td> <td>Management Consultant activities</td> </tr> <tr> <td>70200</td> <td>Management Consultant activities</td> </tr> <tr> <td>Division 71</td> <td>Architecture and engineering activities; technical testing and analysis</td> </tr> <tr> <td>711</td> <td>Architecture and engineering activities and related technical consultancy</td> </tr> <tr> <td>7110</td> <td>Architecture and engineering activities and related technical consultancy</td> </tr> <tr> <td>71100</td> <td>Architecture and engineering activities and related technical consultancy</td> </tr> <tr> <td>712</td> <td>Technical testing and analysis</td> </tr> <tr> <td>7120</td> <td>Technical testing and analysis</td> </tr> <tr> <td>71200</td> <td>Technical testing and analysis</td> </tr> </tbody> </table>	NIC Code	Activities	Division 70	Activities of head offices; management consultancy activities	702	Management Consultant activities	7020	Management Consultant activities	70200	Management Consultant activities	Division 71	Architecture and engineering activities; technical testing and analysis	711	Architecture and engineering activities and related technical consultancy	7110	Architecture and engineering activities and related technical consultancy	71100	Architecture and engineering activities and related technical consultancy	712	Technical testing and analysis	7120	Technical testing and analysis	71200	Technical testing and analysis
NIC Code	Activities																								
Division 70	Activities of head offices; management consultancy activities																								
702	Management Consultant activities																								
7020	Management Consultant activities																								
70200	Management Consultant activities																								
Division 71	Architecture and engineering activities; technical testing and analysis																								
711	Architecture and engineering activities and related technical consultancy																								
7110	Architecture and engineering activities and related technical consultancy																								
71100	Architecture and engineering activities and related technical consultancy																								
712	Technical testing and analysis																								
7120	Technical testing and analysis																								
71200	Technical testing and analysis																								
Bid Document Downloading Start Date	06/09/2024@16:00hrs.																								
Last Date & Time for Receipt of Bids online	08/10/2024@15:00 Hrs.																								
Bid Validity Period	120 Days from the date of opening of technical bid																								
Condition	<p>Payment towards tender fee shall be submitted through digital mode in the account of Port as mentioned below: Account no :- 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipts of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid.</p> <p>EMD is to be submitted in the form of Bank Guarantee and to be submitted in electronic form through on line (by scanning) while uploading the bid.</p> <p>In case of Micro and Small Enterprises (MSMEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload in technical proposal 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 (Form no. 12), failing which the bid shall be disqualified. Such bidder shall upload the scanned copy of valid certificate in technical bid. (Check Bid Security/EMD for list of activities)</p>																								
Preliminary Bid Opening Date	08/10/2024 at16:00 Hrs.																								
Pre-Bid Meeting Date	17/09/2024 at15:00 Hrs.																								

Financial Bid (Price Bid) Opening Date	Financial Bid opening date will be intimated online to the technically qualified bidders through DPA's website.
Documents required to be submitted by scanning through online	<p>a. Receipts of digital payment as Proof of Payment for Tender Fee as a proof towards payment and Bank Guarantee towards EMD/Bid Security shall be uploaded while submission of the bid online or the copy of valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise towards the exemption of Bid Security & cost of tender fee along with bid securing declaration as per Form no. 12 of the tender document.</p> <p>b. Integrity Pact</p> <p>c. Documents in support of fulfilling Qualification criteria</p> <p>d. Resume/CV's of the team to be deployed.</p> <p>e. All other Document as specified in the Tender Document.</p>
Bid Inviting & Opening Authority:	Executive Engineer (Project)
Address:	Office of Executive Engineer (Project), Room no. 110, Annex, A.O. Building, Gandhidham (Kutch)-370201
Contact Details:	Ph: 9724301528. Email: kptprojectdivision@gmail.com
Eligibility Criteria:	<p><u>Quality and Cost Based Selection:</u></p> <p>Total Marks= (Technical Score) * 70% + (Financial Score) * 30%.</p> <p>The Bidder scoring highest Total Marks shall be awarded the assignment as per evaluation methodology detailed out in the tender document.</p> <ul style="list-style-type: none"> • Sole Bidder / Every member (in case of consortium / JV) should have a registered office in India • Financial Eligibility Criteria: Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 216.70 Lakhs as certified by the Chartered Accountant i.e. FY 2020-21, 2021-22, 2022-23. If turnover for 2023-24 available than turnover of 2020-21 is not required. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the aforesaid Criteria of Financial Turnover. <p>The Financial Turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements, bid will be treated as non-responsive.</p> <ul style="list-style-type: none"> • Technical Eligibility Criteria: <p>Sole Bidder / Every member (in case of consortium / JV) should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at</p>

	<p>least 10 years as on ending day of the month previous to one in which this tender is invited.</p> <ul style="list-style-type: none"> • Tender Fee & EMD or exemption certificate along with Bid Securing Declaration to be submitted during Preliminary Bid Stage. • Integrity Pact: Integrity Pact Agreement need to be submitted online during Preliminary bid stage as per format available in tender document (Section-IX) and as per the procedure mentioned below, failing which bid submitted by the bidder will be considered non-responsive. In case of Joint Venture, IP agreement need to be executed in the name of JV and all the parties of JV need to stamp and sign the agreement. <p><u>Procedure for signing and submission of Integrity Pact:</u></p> <ol style="list-style-type: none"> 1. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal. 2. The bidder shall download and print the IP Agreement signed by the Employed and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal. 3. The procedure mentioned above regarding signing IP Agreement by both the parties shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.
<p>Joint Venture</p>	<ol style="list-style-type: none"> 1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of JV shall be merged to evaluate experience. 2. Lead partner should have executed at least one similar assignment as per Eligibility Criteria. 3. The similar works reckoned are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. If the similar work is executed 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

	<p>Govt./Public Sector officer or owner of the project shall be uploaded along with TDS certificate deducted for that particular work issued by the competent authority shall be submitted along with bid submission.</p> <p>4. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</p>
--	---

SECTION-I

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE:

Information and instructions for bidders will form part of NIT and to be published on website.

The intending bidder must have Class III digital signature to submit the bid.

The Bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Bank Guarantee towards Bid Security & Electronic mode of payment towards Tender Fee or exemption certificate (as mentioned in this tender) towards Bid Security & cost of bid document.

- 1) Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- 2) While submitting the modified bid, bidder 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.
- 3) On opening date, bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 4) Bidder can upload documents in the form of JPG format and PDF Format.
- 5) It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- 6) If the bidder is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
- 7) 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 bidder the bid shall become invalid and cost of bid document shall not be refunded.
- 8) Bidder 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).
- 9) The Draft information and instructions to Bidders may be modified suitably by NIT approving authority as per requirement.
- 10) All the mandatory document required have to be enclosed by the bidder failing which his proposal shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

Note:

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

(n)Code Solutions– A division of GNFC Ltd., (n)Procure Cell, 304, GNFC Info tower, S.G. Highway, Bodakdev, Ahmedabad– 380054 (Gujarat).

Contact Details of (n) code Solutions:

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

BSNL:+91-79-26854511, 26854512, 26854513 (EXT:501,512,516,517,525)

Reliance:+91-79-30181689 Fax:+91-79-26857321,40007533

E-mail: nprocure@gnvc.net; TOLL FREE NUMBER:1-800-233-1010(EXT:501,512,516,517,525)

DISCLAIMER

The information contained in this Request for Proposals document (“TENDER”) or Subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be Complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this TENDER.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.

The issue of this TENDER does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be. Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

SECTION – II

INSTRUCTION TO BIDDERS

2.1 INTRODUCTION

Deendayal Port is situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. It is a protected natural harbour. DPA intends to Appoint Consultant for establishing Project Monitoring Unit (PMU) for Procurement, Contract administration and Monitoring & Implementation Support.

DPA is inviting the proposals for Appointment of Consultant for establishing Project Monitoring Unit (PMU) for Procurement, Contract administration and Monitoring & Implementation Supporting accordance with the scope of work mentioned in Section 3 (Terms of Reference) in this RFP document ("Assignment").

The Bidders are invited to submit a Technical Proposal and a Financial Proposal as per the formats given in Tender for Services required for the Assignment. The Proposal will be the basis for contract and ultimately for execution of the Contract (hereinafter referred to as "Consultancy Agreement") with the selected bidder.

The Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and local conditions, Bidders are encouraged to visit the site before submitting their bid/ Proposal.

The Bidders shall bear all costs associated with the preparation and submission of their Proposals. DPA is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2.2 DEFINITION

- 2.2.1 “Board/ Authority/Client” means Board of Deendayal Port Authority, a body corporate under the Major Port Authority Act, 2021 as amended from time to time.
- 2.2.2 “Bidder” means the person or persons, firm or company who have submitted bid application in response to this bid invitation document to be considered for evaluation to be appointed as an Consultant for the Project and includes the Bidder’s representatives, officers, successors and permitted assignee.
- 2.2.3 “Advisor/ Consultant / Contractor” means the person or persons, firm or company whose tender has been accepted by the Board and includes the Advisor’s personal representatives, successors and permitted assignee.
- 2.2.4 “Chairperson” means the Chairperson of the Board of Deendayal Port Authority.
- 2.2.5 “Chief Engineer” means the Chief Engineer of Deendayal Port Authority.
- 2.2.6 “RFQ” means Request for Qualification
- 2.2.7 “RFP” means Request for Proposal
- 2.2.8 “DPA” means Deendayal Port Authority as constituted and existing under the provisions of the Major Ports Act 2021.
- 2.2.9 “Preferred Bidder” means H1 as defined in clause 4.2 (k).

2.3 GENERAL

Digitally signed and uploaded online bids in Single Stage Two Cover System are invited by the Executive Engineer (Project) on behalf of Board of the Deendayal Port Authority (also referred to as Deendayal Port Authority) from qualified & competent firms through Open competitive bidding for the subject work.

The bidding documents shall be downloaded from DPA's website (www.deendayalport.gov.in), website of n-procure and CPP Portal. The documents should be completely filled and submitted through on line Tendering process and one hard copy (except Price bid) shall be submitted within 7 days of the date of opening of the tender (Technical bid).

The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, etc., in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 2.8 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

Language of Bid: All documents relating to the bid shall be in the English language

2.4 ELIGIBILITY CRITERIA

2.4.1 Sole Bidder / Every member (in case of consortium / JV) should have a registered office in India

2.4.2 **Financial Eligibility Criteria:** Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 216.70 Lakhs. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the aforesaid Criteria of Financial Turnover. The Financial Turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements, bid will be treated as non-responsive.

2.4.3 **Technical Eligibility Criteria:**

2.4.3.1 Sole Bidder / Every member (in case of consortium / JV) should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on ending day of the month previous to one in which this tender is invited.

2.4.3.2 The Bidder has the required experience in similar assignments as mentioned in the clause 4.4 of the tender.

2.4.3.3 In addition, the Bidder has to submit the following for qualification as an eligible bidder:

- i. Tender Fee in the form of digital mode of payment and Bid Security/Earnest Money Deposit in the form of Bank Guarantee. In case of Micro and Small Enterprise (MSEs) 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 shall become eligible for exemption from payment of Tender Fee and EMD. Such bidder shall upload in 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 (Form no. 12), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.
- ii. Tender Documents together with accompaniments, including Integrity Pact, duly stamped and signed on each page.
- iii. Bio data (Resume/CV's) of Key Personnel complete in the prescribed format.

- iv. Bidder should furnish Income tax PAN number and GST registration number.
- v. The declaration that they have not been banned or delisted by any government/Semi government Agency or PSU's.
- vi. The bidder should have no conflict of Interest in taking up the subject work as per clause no. 2.25.
- vii. Notarised completion certificate and notarised work order for the completed projects (as per clause 4.4 of this tender) in support of experience claim. The work order shall clearly mention the scope of work /Deliverables.
- viii. Notarized copy of Qualification Certificate to substantiate qualification claimed for Key Personnel.
- ix. Original or Notarized Chartered Accountant or Statutory Auditor Certificate as mentioned in Form-2.
- x. Original Chartered Accountant or Statutory Auditor Certificate as mentioned in Form-5.

2.4.4 Even though the bidder meets the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

2.5 EARNEST MONEY DEPOSIT/BID SECURITY

- i. No tender will be considered which is not accompanied by a sum of Rs. 7,22,333.00 (Rupees Seven Lacs Twenty Two Thousand Three Hundred Thirty Three Only) as Earnest Money Deposit. In case of Micro and Small Enterprise (MSEs) 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 shall become eligible for exemption from payment of EMD. Such bidder shall upload in technical proposal 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 (Form no. 12), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.
- ii. The EMD up to Rs. 5 Lakhs be payable through digital mode. EMD beyond Rs.5 Lakhs be payable in the form of Bank Guarantee (drawn in favour of "Board of Deendayal Port Authority" as per Form no. 3) for the entire amount from any Nationalized Bank/Scheduled Bank (except Co-operative Bank) having its branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical proposal. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- iii. EMD of unsuccessful bidders other than L1 and L2 would be refunded immediately after evaluation of price bids. Earnest money of L2 would be refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- iv. EMD is refunded suo-motto without any application from the bidders.
- v. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- vi. The Bid security may be forfeited, if
 - a. The bidder withdraws the bid after bid opening during the period of bid validity.

- b. The bidder does not accept the correction of bid price, pursuant to any Arithmetic error
OR
- c. The successful bidder fails with in the specified time limit to
 - I. Sign the Agreement or
 - II. Furnish the required Performances security.

List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below

NIC Code	Activities
Division 70	Activities of head offices; management consultancy activities
702	Management Consultant activities
7020	Management Consultant activities
70200	Management Consultant activities
Division 71	Architecture and engineering activities; technical testing and analysis
711	Architecture and engineering activities and related technical consultancy
7110	Architecture and engineering activities and related technical consultancy
71100	Architecture and engineering activities and related technical consultancy

2.6 CONDITIONS OF BID SUBMISSION BY JOINT VENTURE (JV)

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

- 2.6.1 A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Performa at FORM NO. 11 shall be enclosed with the bid.
- 2.6.2 Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Performa at FORM NO. 10, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- 2.6.3 The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- 2.6.4 The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.

- 2.6.5 All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- 2.6.6 Bid Security as required shall be furnished by Lead Member of Joint venture.
- 2.6.7 Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- 2.6.8 Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
- 2.6.9 Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- 2.6.10 All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 2.6.11 Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- 2.6.12 The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 2.6.13 All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- 2.6.14 In the event of default by the Lead Partner, it shall be construed as default of the Advisor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 2.6.15 An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
- 2.6.16 In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the Advisor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 2.6.17 The Advisor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the Advisor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- 2.6.18 One of the partners of JV/Consortium should have downloaded the bid documents.

2.7 DOCUMENTS COMPRISING THE BID:

The Proposal should be submitted online in two Parts:

“Part 1: “Technical Proposal” which will consist of details mentioned in **Clause 2.7.1** of this tender and required to send the hard copies of all required documents within 7 days from the date of opening of the tender (Technical bid).

“Part 2: Financial Proposal” to be submitted online only. No hardcopy of financial proposal or any reference of quoted fees to be submitted with the above documents.

2.7.1 TECHNICAL PROPOSAL-Technical Proposal shall contain the following documents:

2.7.1.1 **PRELIMINARY BID** – In the Technical Proposal, the preliminary bid will be opened first and upon satisfying the preliminary bid, further technical proposal will be opened for further evaluation. If bidder does not satisfy the preliminary bid, the bidder will be disqualified. Preliminary Bid consists of following:

- Bid Security in the form of Bank Guarantee & Tender Fee through Electronic mode of payment or the copy of valid certificate issued by any agencies/ organization under

the Ministry of Micro, Small and Medium Enterprise towards the exemption of Bid Security & cost of tender fee. Such bidder shall upload in technical proposal 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 (Form no. 12), failing which the bid shall be disqualified.

- Form 03 - Specimen of Bank Guarantee for EMD/Bid Security (if applicable)
- Form 12 - Bid Securing Declaration (if applicable)
- Integrity Pact as per clause 5.22 of this tender and in the format as per Section – IX

2.7.1.2 Towards Eligibility Criteria (Clause 2.4) with required information in the formats prescribed in Section VI of Tender document.

Form 01 - Specimen of Application for bidding & Declaration

Form 02 - Certificate of Turnover of bidder

Form 04 - Details of Litigations/arbitration cases resulting from the contracts executed by bidder in the past or currently under execution

Form 05 – Assignments during last Seven Years

Form 06 – Particulars of proposed key personnel

Form 07 – CV of key personnel proposed for assignment

Form 08 – Power of Attorney

Form 10 – Format of Power of Attorney for Lead Member of Consortium

Form 11 – Format of Joint Bidding Agreement

2.7.1.3 Income tax PAN number and GST registration number.

2.7.1.4 Tender Documents together with accompaniments

2.7.1.5 The Bidder shall provide all the information as per this Tender Document and in the specified formats. DPA reserves the right to reject any Proposal that is not in the specified formats or in accordance with the terms of this Tender.

NOTE: The Technical Proposal must not include Financial Proposal (Price Bid).

2.7.2 **FINANCIAL PROPOSAL**

2.7.2.1 It shall contain only Form no. 9 i.e. Price bid, showing the rate and amount against the items for APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY. The Financial Proposal is to be submitted online only.

2.8 **Responsiveness of the Technical Proposal**

A Proposal will be considered responsive only if:

- i. The Technical Proposal is received in the form specified in this Tender;
- ii. It contains all the information (complete in all respects) as requested in this TENDER
- iii. It is received by the Due Date including any extension thereof in terms hereof;
- iv. It is accompanied by the Bid Security and Tender Fee or exemption certificate as specified in this Tender;
- v. It is signed, sealed, bound together and marked as stipulated in this Tender;
- vi. It is accompanied by the Power of Attorney for the Authorized Representative;
- vii. It does not contain any condition or qualification; and
- viii. It is not non-responsive in terms hereof.

2.9 The Bidder should not make any alteration in the tender documents.

2.10 In case of Micro and Small Enterprise (MSEs) 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 shall become eligible for exemption from payment of EMD. Such bidders shall upload the scanned copy of valid certificate. Such bidder shall upload in technical proposal 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 (Form no. 12), failing which the bid shall be disqualified. It may be noted that exemption certificate issued by any other authority will not be entertained.

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

2.12 The Bidder should not send revised or amended proposal after the closing date and time of the tender.

2.13 The tender should be delivered to the office of the Executive Engineer (Project) and the Bidder should obtain written acknowledgement for the same. Hard copy of the Tender along with its accompaniments should reach the office of the Executive Engineer (Project) within 7 days from the date of online opening of Technical bid. The Bidders should specifically note that their tenders whether sent by post or by hand must reach this office on or before due date and time. Proposal received late from outstations even though posted in time will not be considered in any case.

2.14 The Technical Proposal will be opened online at the date & time specified in the "Tender Activity Sheet" in the presence of such persons / representatives of the Consultants who may wish to be present in the Office of Executive Engineer (Project), Deendayal Port Authority, Gandhidham.

2.15 **Bid Validity**

2.15.1 The Technical and Financial Proposal to be submitted by the Bidders should be valid for a period of 120 days from the date of opening of the Technical Proposal.

2.15.2 In exceptional circumstances, prior to expiry of the Bid Validity Period, DPA may request bidders to extend such Validity Period for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security.

2.15.3 A bid valid for a shorter period shall be rejected by the DPA as non-responsive.

2.16 **Modification and Withdrawal of Bids**

2.16.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

2.16.2 No Bid can be modified after the dead line for submission of Bids.

2.16.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the Bid security i.e. EMD.

2.17 The tender documents shall be digitally signed by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the Bidder before submission of tender.

2.18 The Bidder is required to submit a hard copy of the tender documents, duly signed by the Bidder or by a person holding power of attorney authorizing him to act on behalf of the Bidder, must be submitted to the Office of the Executive Engineer (Project), Deendayal Port Authority, within 5 working days of submission of the Bid for the purpose of verification.

2.19 The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Bidder at the appropriate time.

2.20 Bank Guarantee, towards P.G. is acceptable only, if issued by Nationalized Bank/Schedule Bank (except Cooperative Bank) having its Branch at Gandhidham.

2.21 **Amendment of Bidding Documents:**

Before the deadline for submission of bids, the Authority may modify the bidding documents by using addenda, in which case all rights and obligations of the Authority and the bidders previously subject to the original deadline will then be subject to the new deadline.

Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on www.deendayalport.gov.in & on n-procure website www.nprocure.com. Prospective bidders shall acknowledge receipt of each addendum by email to the Authority.

In order to give the prospective bidders a reasonable time in preparing their bids by taking an Addendum into account, or for any other reason to be recorded in writing for the interest of the bidding and selection process, the Authority shall, in its sole discretion, extend as necessary the deadline for submission of bids.

2.22 **PRE-BID MEETING:**

2.22.1 The bidder or his official representative may attend pre-bid meeting to be held on 17/09/2024 at 15:00 hrs. in the Old Board Room, 1st floor, A.O. building, Deendayal Port Authority, Gandhidham OR Virtual through video conference. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder.

2.22.2 The purpose of the Pre-Bid meeting will be to clarify issues related to work and tender conditions.

2.22.3 Pre-Bid clarifications will be uploaded in <https://tender.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.

2.22.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

2.22.5 No queries received after pre-bid meeting will be entertained. The queries shall be sent by email in the word format as under on email kptprojectdivision@gmail.com on in writing so as to reach the Executive Engineer (Project) not later than One (1) day before the date of Pre-Bid meeting:-

Sr.No.	Clause No	Page No	Query

2.23 SCHEDULE OF BIDDING PROCESS:

DPA has fixed the schedule for this bid which has been mentioned in Tender Activity Sheet. In order to meet the target dates, all bidders are requested to respond expeditiously to inquiries during the evaluation process.

2.24 INSTRUCTIONS FOR ONLINE BID SUBMISSION

2.24.1 Registration

Bidders who wish to participate in the tender 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 bidder may contact the following address:

(n) code Solutions,
A Division of GNFC,

301 GNFC Info tower, Bodakdev, Ahmedabad.

Tel.9179 26857316/17/18Fax:91 7926857321

Mobile: 9327084190/ 9898589652 E-mail:nprocure@gnvfc.net.

2.24.2 The bidders are required to submit soft copies of their bids electronically on the n- procure website, using valid Digital Signature Certificates. The instructions given above are meant to assist the bidders in registering on the n-procure Portal, prepare their bids in accordance with the requirements and submitting their bids online on the above website. More information useful for submitting online bids on the n-procure Portal may be obtained at: <https://tender.nprocure.com>.

2.25 CONFLICT OF INTEREST:

2.25.1 The Bidder should confirm that there is no conflict of interest in taking up this assignment. An undertaking in this regard should be submitted by Bidder that the conflict or interest does not exist or arise.

- 2.25.2 DPA policy requires that the Bidders provide professional, objective, and impartial advice and at all times strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 2.25.3 Bidder shall not have a conflict of interest that may affect the Selection Process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority and the Assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.25.4 The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations under any other Agreements/Contracts or any such understanding which may place it in a position of not being able to carry out the Assignment in the best interests of DPA.
- 2.25.5 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:
- I. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
 - II. There is a conflict among this and other assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder depend on the circumstances of each case. While providing Services to DPA for this particular Assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present Assignment; or
 - III. Any entity which has been engaged by DPA to provide goods or works or Services for an assignment, will be disqualified from providing Services for the same assignment; conversely, a firm hired to provide Services for this Assignment, will be disqualified from subsequently providing goods or works or other Services related to the same assignment;
- 2.25.6 For the avoidance of doubt, an entity affiliated with the Bidder shall include a partner in the Bidder's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Bidder, as the case may be, and any Associate thereof.

2.26 No Sub-Consultancy is permitted for the Assignment.

- 2.27 A Bidder or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

SECTION–III

SCOPE OF WORK /TERMS OF REFERENCE (TOR)

3.1 SCOPE OF THE WORK:

3.1.1 Project Monitoring:

- Projects of Civil, Mechanical, Electrical and Marine of value more than Rs. 50 Lakhs and above are to be considered for PMU works. List will be given to PMU time to time after issuing work order. Special type of work of value less than Rs.50 Lakhs may also be considered as per direction of the Authority.
- Develop and implement monitoring frameworks, guidelines, and procedures to ensure effective oversight of project progress, budget adherence, and quality standards.
- Regularly assess project timelines, milestones, and deliverables to identify potential risks and deviations from the plan and provide timely reports and updates to relevant stakeholders on the status of projects, highlighting any issues or concerns that require attention.
- Prepare monitoring formats or suggest necessary changes in monitoring formats available with the Authority for aligning with the overall Project Monitoring framework.
- Assist in establishing Budgetary cost monitoring and reporting framework.
- Assist DPA in the implementation of Technology driven and IT enabled Real Time / near Real-time Project Monitoring tool. The IT enabled monitoring tool should be able to generate necessary information and reports broadly covering the following:
 - High Level Reports for Top Management / Administration
 - Project Level Project Progress Reports for concerned Departments / Individual Port level
- Monitor, review and report the construction of the projects within the stipulated time frame.
- Assistance in preparing MIS / Dashboard for online monitoring of projects.
- Preparing the Minutes/ discussion points, Presentations etc. on requirement basis
- Submission of Monthly Progress Reports or as required by DPA.
- Proper record keeping in soft & hard copy.
- Provide necessary assistance from time to time from Head Office.
- Any other work assigned by the Authority from time to time.

3.1.2 Procurement and Contract Management:

- Assist in preparation of detailed terms of reference /scope of work for procurement of goods, services and works.
- Review and assess existing Bidding Documents (including EoIs, RFPs etc. for Works, Goods, Services and Combinations thereof) and Contract Templates. Prepare Standard Bidding and Procurement documents (including EoIs, RFPs etc.) for goods, works, services and various procurement types as well as for evaluation of documents.
- Assist in preparation of Bidding Documents such as EOIs, RPQ, RFP etc. for non-standard procurements.
- Scrutiny & evaluation of Bids and submission of evaluation report.
- Review of ToR/EoI/RFP/Bid documents prepared by DPA so as to ensure that the same is, in compliance with, the procurement plan approved and provide inputs/comments/suggestions to them on the course of action to be taken if any.
- Assist in Bidding Process like receipt and acceptance of Bids, managing revised submissions before the due date with the approval of competent authority, opening of the bids/proposal received, preliminary evaluation, record of minutes of bid opening, bid process fees in appropriate accounts, etc.
- Any other work assigned by the Authority from time to time.

3.1.3 Expert Deployment:

- Identify and station at DPA a team of required experts with diverse skills and expertise to support various aspects of project management and administration. The list of experts to be deployed is mentioned in following section **3.2. PMU TEAM TO BE DEPLOYED AT DPA ON FULL TIME BASIS.**

3.1.4 Project Dashboard Management:

- Modify if required and maintain the existing project dashboard of DPA to provide real-time insights into project performance, progress, and key metrics. Updation of the dashboard on weekly/monthly basis or as decided by the Authority.
- Ensure the accuracy, reliability, and security of data presented on the project dashboard through regular updates and maintenance.

3.1.5 Administrative Support:

- Provide administrative support to the Chairman, Deputy Chairman, and HoDs, including scheduling meetings, preparing agendas, managing correspondence, reports, presentation, studying reports etc.
- Coordinate with other departments and external stakeholders as necessary to facilitate smooth project execution and communication.
- Any other works as directed by the Authority

3.2 KEY PERSONNEL TO BE DEPLOYED AT DPA ON FULL TIME BASIS

S.No.	Key Person
1	One Project Management Expert (Team Leader)
2	Four Procurement Specialist
3	Four Project Management Specialist
4	One IT Expert for Project Dashboard Management
5	One Manager to Chairperson Office

Note: The required qualification and minimum experience criteria have been detailed out under clause 4.4.

SECTION – IV

EVALUATION OF PROPOSAL

4.1 TENDER EVALUATION (General)

- a) A two-stage procedure will be adopted in evaluating the proposals: (i) Technical evaluation, which will be carried out prior to opening financial proposal and (ii) Financial evaluation.
- b) Prior to evaluation of Technical proposals, the Authority will determine whether each Proposal is responsive to the requirements of the Tender as indicated in clause 2.7.1.1. & 2.8. The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal will be entertained by the Authority in respect of such Proposals. However, Authority reserves the right to seek clarifications or additional information from the applicant during the evaluation process.

4.2 Evaluation of Technical & Financial Proposals

- a. For the purpose of Qualification, the Bidders should satisfy the Eligibility Criteria as prescribed in Clause 2.4. In case an Applicant does not fulfil the Eligibility Criteria, the Technical Proposal of such an Applicant will not be evaluated further.
- b. Only those Technical Proposals which are found to be responsive and satisfy the Eligibility Criteria would be further evaluated in accordance with the criteria set out in Section IV. Only those Applicants/ Bidders who scores a minimum overall Technical Score of 70 marks out of 100 marks shall qualify for further consideration.
- c. After the technical evaluation is completed, DPA shall inform the Bidders who have submitted their Proposals and have qualified in the Technical Evaluation.
- d. The eligible Bidders, who have qualified in the Technical Evaluation, shall be notified of being qualified for opening of the Financial Proposal submitted online. The Bidders' representatives may attend the opening of Financial Proposal online as per the time informed by DPA.
- e. Financial Proposal shall be opened in the presence of the Bidders' representatives, who may choose to remain present at the time of online opening of the Financial Proposals.
- f. Financial Bid would be opened for only those Bidders who have scored minimum 70 out of 100 marks in Technical Evaluation.
- g. If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total number of pre-qualified and short-listed bidders shall not exceed two.
- h. The Consultancy Services fee quoted in the Price Bid shall be deemed as final and reflecting the Consultancy Services fee for the Assignment. Omissions, if any, in costing any item shall not entitle the firm/ entity to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant.
- i. The Bids will be evaluated on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal.
- j. Total Marks = ((Technical Score) X 70%) + ((Financial Score) X 30%)
- k. The Bidder scoring highest Total Marks shall be awarded the assignment and termed a 'Preferred Bidder'.

4.3 Total key personnel for Transaction Advisor considered for evaluation is Eleven (11).

4.4 The Scoring criteria for evaluation of firms experience & key personnel shall be as follows:
 Technical Bid Evaluation and Marking System – Total Marks – 100
 The Technical marks earmarked for the firms experience and the team of Project Monitoring Unit are as follows:

A. Firm's Experience: 40 Marks

Sr. no	Description	Details of Scoring System	Max. Marks
1	Experience of Assisting Government Organizations like Central / State Government / Government Departments / PSUs /Government undertakings etc. as Project Management Consultant (PMC) / Project Management Unit (PMU) for Infrastructure Projects over the past 7 (seven) years ending last day of the month previous to the one in which tender is invited. The scope of Work as part of the PMC / PMU should include monitoring and/or bid process management.	Marks for the Projects 3 marks for each completed project	15 Marks
2	Experience of Assisting Government Organizations like Central / State Government / Government Departments / PSUs /Government undertakings etc. in providing Procurement Support for Infrastructure projects over the past 7 (seven) years ending last day of the month previous to the one in which tender is invited. The scope of work should include procurement of works/services of infrastructure projects including preparation of bidding documents, evaluation of bids.	Marks for the assignments 5 marks for each completed project	25 Marks

B. Qualification and Experience of Key Personnel: 60 Marks

S.No.	Key Person	Qualification	Post Qualification Experience	Total Marks
1	One Project Management Expert – Team Leader	Graduate Degree (B.E/B.Tech) in Engineering with Post Graduate in Management/PGD M from govt. recognized university.	Minimum of 7 years of experience in project management consultancy of infrastructure projects. Desirable Experience: Experience in Project Management/Procurement Management in similar projects* of Govt. Organization*** is preferable.	Total 10 marks: Qualification: 1 mark Experience (Max. 9 marks): <ul style="list-style-type: none"> • 1 mark for min. required experience • 2 marks for each completed year of desirable experience (Max. 8 marks)

2	Procurement Specialist (Civil)	Graduate Degree (B.E/B.Tech) in Civil Engineering	<p>Minimum of 3 years of experience of professional experience in procurement, preparation of contracts/agreements and bid process management.</p> <p>Desirable Experience: Experience as a Procurement person for similar projects of Govt. Organization*** is preferable.</p>	<p>Total 5 marks:</p> <p>Qualification: 1 mark</p> <p>Experience (Max. 4 marks):</p> <ul style="list-style-type: none"> • 1 mark for min. required experience • 0.5 mark for each completed year of desirable experience. (Max. 3 marks)
3	Procurement Specialist (Civil)	Graduate Degree (B.E/B.Tech) in Civil Engineering		<p>Total 5 marks</p> <p>Same as above</p>
4	Procurement Specialist (Mechanical)	Graduate Degree (B.E/B.Tech) in Mechanical Engineering		<p>Total 5 marks</p> <p>Same as above</p>
5	Procurement Specialist (Electrical)	Graduate Degree (B.E/B.Tech) in Electrical Engineering		<p>Total 5 marks</p> <p>Same as above</p>
6	Project Management Specialist (Civil)	Graduate Degree (B.E/B.Tech) in Civil Engineering		<p>Minimum of 3 years of experience in project management of infrastructure projects.</p> <p>Desirable Experience: Experience as a Project Management person for similar projects of Govt. Organization*** is preferable.</p>
7	Project Management Specialist (Civil)	Graduate Degree (B.E/B.Tech) in Civil Engineering	<p>Total 5 marks</p> <p>Same as above</p>	
8	Project Management Specialist (Mechanical)	Graduate Degree (B.E/B.Tech) in Mechanical Engineering	<p>Total 5 marks</p> <p>Same as above</p>	
9	Project Management Specialist (Electrical)	Graduate Degree (B.E/B.Tech) in Electrical Engineering	<p>Total 5 marks</p> <p>Same as above</p>	

10	One IT Expert for Project Dashboard Management	Bachelor's degree in computer science, information technology, or a related field.	Minimum of 3 years of experience in IT projects, with a focus on dashboard development/maintenance.	Total 4 marks: Qualification: 1 mark Experience (Max. 3 marks): <ul style="list-style-type: none"> • 1 mark for min. required experience • 1 mark for each completed year of required experience in addition to min. required experience (Max. 2 marks)
11	One Manager to Chairperson Office	Bachelor's degree in any field (Business Administration, Engineering, Computer Science, etc.) Post Graduate in Management / PGDM from govt. recognized university. Preference will be given to candidates from top 50 Management Institutes as per NIRF (National Institutional Ranking Framework, Ministry of Education, Govt. of India) ranking 2023.	Minimum of 5 years of experience in providing administrative support to senior executives. Desirable Experience: Experience in providing administrative support to senior executives of Govt. Organization*** is preferable. Should have excellent managerial and executive support skills	Total 6 marks: Qualification: 2 marks Experience (Max. 4 marks): <ul style="list-style-type: none"> • 1 mark for min. required experience • 1 mark for each completed year for desirable experience (Max. 3 marks)

*“Similar projects” means infrastructure projects except real estate sector projects.

***Govt. Organization - Government Organizations like Central / State Government, Government Departments, PSUs, Government undertakings etc.

“Similar Assignments” means assignments taken up for similar projects.

NOTE: PMU Team members(Key Personnel) not meeting with (a) Education Qualification and/or (b) Minimum Years of Post Qualification Experience as prescribed, shall not be considered for evaluation.

- The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
- The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$S_f = 100 \times F_m / F$, in which “ S_f ” is the financial score, “ F_m ” is the lowest Total Price quoted, and “ F ” is the Total Price quoted in the proposal under consideration.

- **The weights given to the Technical (T) and Financial (P) Proposals are:**

T = 70%, and P = 30%

- Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

$S = S_t \times T\% + S_f \times P\%$.

Note:

- i. In financial proposal, quoted amount for three years shall be considered for evaluation.
- ii. The Bidders shall have to submit notarized copy of Qualification Certificate to substantiate qualification claimed
- iii. In case of JV, to qualify jointly, the experience in similar assignments as mentioned under “Firms Experience”, eligible Assignments executed by each member of JV shall be evaluated individually to assign the marks
- iv. Lead partner (of JV) should have executed atleast one similar assignment as mentioned under “Firms Experience”
- v. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or as a sub contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.

If the similar work is executed 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 for that particular work issued by the competent authority shall be submitted along with bid submission.

SECTION-V

GENERAL CONDITIONS OF CONTRACT

5.1 PERFORMANCE SECURITY/SECURITY DEPOSIT:

5.1.1 The Successful Bidder shall be required to submit a Performance Security constituting/amounting to 10% of the Contract Price, which shall consist of two parts: a.) A Performance Guarantee (P.G.) amounting to 5% of the Contract Price, to be submitted in the form of a Bank Guarantee/ FDR/ Digital mode of payment issued from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Gandhidham, Kutch, Gujarat, or in the form of a Electronic mode within 21 days from the date of receipt of Letter of Acceptance.

b.) The remaining 5% shall be in form of Retention Money, that shall be recoverable by the Authority from the Running Account Bills of the successful Bidder.

The Retention Money shall be refunded not later than 14 days from the date of payment of the Final Running account Bill. The balance Performance security of 5% that is in the form of Bank Guarantee/ FDR/ Digital mode of payment shall be returned to the Successful Bidder within 14 days from the completion of Contract period.

Failure of successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of Bid Security (i.e., EMD) and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

5.1.2 The Bank Guarantee towards P.G. is acceptable only, if issued by Nationalized Bank/ Schedule Bank (except Cooperative Bank) having its Branch at Gandhidham.

5.1.3 The specimen Form at Bank Guarantee is given in Section VII.

5.1.4 The validity of the bank guarantee should be kept up to 90 days from the date of completion of the contract period or extensions granted, if any. In addition to the above the bank guarantee should have a claim period of 3 months from the date of expiry of the Bank Guarantee.

5.1.5 Forfeiture of Security Deposit:

The Chairperson may, at his option, forthwith forfeit the security deposit in whole or in part if in the opinion of the Chairperson, the Bidder has failed to carry out the work or perform or fulfil any of the conditions of the contract. The Chairperson also at liberty to deduct from Performance Guarantee or from any sums of money due or that may become due under contract with the Bidder that may become due to the Port Authority. This is without prejudice to any and all right of the Board under the terms of the Contract.

5.2 Contract Period: The Contract period will be initially for a period of 2 years from the date of issuance of Work Order, which can be extended for a further period of one year. The rate shall be quoted for 1st year, 2nd year and 3rd year separately and it shall be evaluated for total three

years.

5.3 Project Office and Work Place:

- 5.3.1 The Project Monitoring Unit (PMU) will work at the premises of Deendayal Port Authority in the Port Administrative Building, Gandhidham -370201.
- 5.3.2 A Project Office ("Project Office") shall be established by the PMU at Gandhidham, making suitable arrangements for Key Personnel and additional personnel, who will be working on the Assignment. The Project Office will need to be operational within 30 days of issuance of work order. The Project Office will have all provisions required for the PMU to carry out operations related to the Assignment.
- 5.3.3 Un-furnished office space will be provided by the Client within the Administrative Office Complex of the Client at Gandhidham at no cost basis with necessary Power connection. Computer/laptops with printers, scanners and other required equipment/stationary shall be provided by the firm to its experts/key personnel deployed in the PMU.
- 5.3.4 The officers of Client or any representative thereof may visit the Project Office during office hours for inspection and interaction with PMU Personnel. The Key Personnel and other PMU personnel will be deployed at the Project Office.
- 5.3.5 The PMU shall be responsible for providing all necessary manpower, lodging and boarding for its staff members, furniture and equipment, computers and peripherals, communication equipment, licensed software, 3rd party and other insurances, vehicles, stationery, and licenses for intellectual property etc. for performing the services throughout the period of the Contract and to the satisfaction of the Client.

5.4 Working Days & Leave:

- 5.4.1 The PMU will function during all the working days (Monday to Saturday) and, if required, on holidays also during exigencies.
- 5.4.2 Each PMU team member can avail 15 days as Leave in a year (12 months from the date of engagement and proportionate in case of shorter period of engagement).
- 5.4.3 Prior intimation of the leave to DPA is must.

5.5 Availability of Key Personnel:

- 5.5.1 The Consultant shall ensure availability of the requisite Professional staff/ Experts / Key Personnel stationed at Deendayal Port Authority during consultancy period.
- 5.5.2 The Consultant should provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract. The Consultant shall assign specific individuals to the key positions and that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to Deendayal Port Authority (DPA). If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify DPA, and shall, subject to the concurrence of the DPA, replace such personnel with personnel of substantially equal ability and qualifications.

5.6 In case the Panel member is a JV/consortium, change in composition of the consortium shall not be permitted by the Deendayal Port Authority.

5.7 The Consultant has to provide the breakup of the Lump-sum Charges quoted under Price bid (towards remuneration of Key personnel and other expenses) as per Form no. 9. The breakup provided shall be considered only for the purpose of calculation of Deductions towards

absence of individual key personnel.

For absence of any of the individual key personnel, other than the permitted holidays/ leave, proportionate deduction in the monthly payments will be made in. If any person is absent, payment will be deducted on pro rata basis (Considering 25 working days in a month) as per rates quoted for respective position of key personnel for that particular year.

In addition to above deduction, per day rate deduction (as a penalty) will be applied as mentioned in below table for absence of personnel on working day without prior approval and appropriate substitution (If absence is more than permitted leave per person per annum as mentioned at clause no. 5.4 above).

Sr.No	Position of Key Personnel	Per day rate for deduction
1	Team Leader – Project Management Expert	Rs. 2,500
2	Procurement Specialist	Rs. 1,000
3	Project Management Specialist	Rs. 1,000
4	IT Expert	Rs. 1,000
5	Manager to Chairperson Office	Rs. 2,000

5.8 No local transport will be provided to the Consultant. However, in case they are required to travel outside headquarter as per instructions of Chief Engineer, Deendayal Port Authority, the upper most entitled class of journey will be “2nd AC” class in case of journey is performed by Rail or Road. However, in case of exigency, the Consultant may perform journey by Air (Flight) in “Economic Class” to attend the meeting at offices outside of headquarter with prior permission of Chief Engineer, DPA. Other expenses like hotel accommodation, food, taxi hire charges etc. during journey will be paid as applicable to class-I entry level post of DPA. The actual expenditure will be reimbursed on producing bills supported with original vouchers by the consultant to Deendayal Port.

5.9 The PMU will work under the administrative control of Chief Engineer. The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of DPA.

5.10 **Accommodation:** Suitable accommodation (E-type or F-Type Quarter), if available, may be provided subject to recovery of charges under FR-45A and other applicable rules of DPA.

5.11 Mode & RELEASE OF PAYMENT:

The payment will be released on monthly pro-rata basis as per quoted/accepted rate of 1st, 2nd & 3rd year (if contract is extended for 3rd year).

All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

The Employer shall cause the payment of the Consultant within thirty (30) days after the receipt by the Employer of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Employer may add or subtract the difference from any subsequent payments.

Consultant has to disburse the payment directly to the bank account of the professional experts/key personnel and has to submit monthly proof thereof along with monthly invoice/bill.

5.12 Signing of Agreement

The Bidder whose tender is accepted will be required to enter into an agreement within 21 days of receipt of Letter of Acceptance, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at Section-VIII. The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Consultant

5.13 TAXES & DUTIES:

5.13.1 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 for this TDS certificate will be given.

5.13.2 GST Clause: The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor. TDS under GST rules as applicable will be deducted from payment.

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

5.13.3 The element of GST will not be considered for evaluation of financial proposal.

5.14 CARE AND DILIGENCE:

The Consultant shall exercise all reasonable care and diligence in discharge of Technical, Professional and Contractual duties to be performed by them and will be fully responsible for carrying out their duties properly.

5.15 SUSPENSION:

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

(i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

5.16 TERMINATION OF SERVICES:

5.16.1 This Contract may be terminated by either Party as per provisions set forth below:

5.16.1.1 The Client/Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) to (c); at least sixty (60) calendar days' written notice in case of the event referred to in (d); and at least five (5) calendar days' written notice in case of the event referred to in (e)

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 5.15.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- d) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- e) If the Consultant fails to confirm availability of Key Experts as required in Clause 3.2 & Clause 5.5.

5.16.2 Furthermore, if the Authority determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Authority may, after giving fourteen (14) calendar days written notice to the Bidder, terminate the Consultant's employment under the Contract

5.16.3 The Balance work will be carried out by the Deendayal Port at the risk and cost of the Bidder. The Performance security shall be forfeited in case of termination of contract. The decision of the Deendayal Port in this regard shall be final and binding upon the Bidder.

5.16.4 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Authority, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause:

- a) If the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c) If the Authority fails to comply with any final decision reached as a result of arbitration.
- d) If the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.

5.17 DISPUTE RESOLUTION

5.17.1 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Authority (DPA) and the Bidder/Consultant in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Contract, whether before or after the termination of this Contract, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

5.17.2 Conciliation

In case any dispute is not resolved amicably as provided in clause 5.17.1, the Bidder/Consultant shall agree to refer the matter to Conciliation & Settlement Committee established by the Authority (DPA) as per provisions contained in Part-III of the Arbitration & Conciliation (Amendment) Act, 2015. The standard operating procedures for conciliation and settlement of disputes through the conciliatory process and the constitution of the committee shall be contained in the policy guidelines issued by the Authority (DPA) (available on website of DPA) on the subject, which shall be in alignment with the provisions contained in Sections 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations/decision of the committee is not acceptable to the Bidder/Consultant, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 5.17.3.

5.17.3 Arbitration:

Any Dispute which is not resolved amicably as provided in Clause 5.17.1 and 5.17.2 shall be finally settled by arbitration as set forth below:

- 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, order or to the condition or otherwise concerning the work 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 an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996 as amended from time to time.

- ii. 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.
- iii. 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 along with the notice seeking appointment of arbitrator.
- iv. It is also a term of the contract that if the Consultant 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 Consultant 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.
- v. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- vi. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- vii. The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- viii. Arbitration shall be conducted in accordance with the provision of Indian Arbitration and conciliation 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.
- ix. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- x. 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.
- xi. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

5.18 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.

5.19 **Confidentiality**

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.

5.20 **Reporting Obligations**

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

5.21 **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.

5.22 **Integrity Pact (IP)**

The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per agreement form **enclosed at SECTION IX**) and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as Independent External Monitors and whose address are as under:-

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

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

Procedure for signing Integrity Pact:

1. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
2. The bidder shall download and print the IP Agreement signed by the Employed and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
3. The procedure mentioned above regarding signing IP Agreement by both the parties shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then the bidder

shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.

However, the Integrity Pact is to be executed on Stamp paper with the successful bidder only.

SECTION VI

FORMS OF BID

To be submitted by Bidders with their Bids

Form No	Description of Form
1	Specimen of Application
2	Certificate of turnover of bidder
3	Specimen of Bank Guarantee for EMD/Bid Security
4	Details of Litigations / Arbitration cases resulting from the contracts executed by bidder in the past or currently under execution
5	Assignments during last Seven Years
6	Particulars of proposed key personnel
7	Curriculum Vitae (CV) of key personnel proposed for assignment
8	Power of Attorney
9	Price Bid
10	Format for Power of Attorney for Lead Member of Consortium
11	Format of Joint Bidding Agreement

Tendering Forms

SPECIMEN OF APPLICATION

*[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member
(in case of a Consortium)]*

(Date and Ref)

To

The SE(Design)

Deendayal Port Authority

(Address _____)

Pin Code: _____

Dist- Kutch (Gujarat)

Sub: - APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY

Dear Sir,

With reference to your Tender Document dated , I/we, having examined Tender documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for ".....". This proposal is unconditional and unqualified.

1. I/We acknowledge that DPA will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to DPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of DPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/We declare that:
- a) I/We have examined and have no reservations to the Tender Documents,
including any Addendum which may be issued by DPA;
 - b) I/We do not have any conflict of interest in accordance with the terms set forth in this Tender document
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with DPA or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We acknowledge that, in case of being pre-qualified the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
7. When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
8. I/We also declare that, our firm has not been banned/black-listed/de-listed by any Central / State/Public govt. Agency/PSUs.
9. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Advisor, without incurring any liability to the Bidders in accordance with the Tender document.
10. I/We declare that we/any member of the JV/consortium, are/is not a Member of a/any other Consortium applying for Selection as an Advisor.
11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DPA [and/or the Government of India/Gujarat] in connection with the selection of Advisor or in connection with the selection process itself in respect of the above mentioned Assignment.
15. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 days from the Due Date specified in the Tender.
17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided in the tender.
18. A Power of Attorney in favor of the Lead Member to sign and submit this Proposal and documents for and on behalf of the JV/consortium members is attached herewith in format provided in the tender. (*applicable in case of consortium only*)
19. In the event of my/our firm/ consortium being selected as the Advisor, I/we agree to enter into the Consultancy Agreement with DPA for the said Assignment in such manner as set out in the Tender Document.
20. I/We have studied Tender and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
21. The Financial Proposal is submitted online only. The Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the Tender and shall be binding on us.
22. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.
23. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
24. I/We agree and understand that this Proposal is subject to the provisions of the Tender documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
25. I/We agree and undertake to abide by all the terms and conditions of the Tender document.
26. We, the JV/Consortium Members agree and undertake to be jointly and severally liable for all the obligations under the Tender documents till the completion of the Assignment/ Services in accordance with the terms of the Tender documents.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the Tender document.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder / Lead Member)

Note:

The clauses that relate to consortium to be struck off in case of the Bidder is not a consortium.

CERTIFICATE OF TURNOVER OF BIDDER

S. No.	Financial Year	Turnover (Rs.cr)
1.	2022-23	
2.	2021-22	
3.	2020-21*	
Average Annual Turnover (Rs. cr)		
<p>Certificate from the Statutory Auditor</p> <p>This is to certify that (name of the Bidder/Lead member, in case of consortium) has received the above against the respective years.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorized signatory)</p>		

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder. The Financial Turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements, bid will be treated as non-responsive.

*** If Turnover for 2023-24 is available, the same shall be provided and turnover of 2020-21 is not required.**

Notes:

- i. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company (who are not Members of the Consortium) will not be considered for computation of the Financial Capability of the Bidder.
- ii. Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Consortium, the details need to be provided for Lead Member.
- iii. The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice. The certificate of Chartered Accountant or Statutory Auditor should be in original or notarized.
- iv. The financial year would be the same as followed by the Bidder for its annual report.
- v. In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the Tender.

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- or applicable non Judicial Stamp Paper]

(Bank's name and address of Issuing Branch or Office)

Beneficiary:(Name and Address of Employer/Board)
Board of Deendayal Port Authority.

Date: _____

Tender Guarantee No.:

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of its Tender by the Authority/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Authority/ Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period there of;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

Details of Litigation / Arbitration cases resulting from the contracts executed by the bidder in the past or currently under execution (Details of both completed as well as Ongoing Litigations & Arbitrations may be furnished)

Year	Ongoing / completed	Name of the Court where pending	Name of Client	Main Cause of Litigation / Arbitration	Disputed Amount	Actual Awarded Amount

**Signature of the Authorized Signatory
of the Tenderer (with seal)**

Name

Designation

Date:

Place.

ASSIGNMENTS DURING LAST SEVEN YEARS.

1. The following information should be provided in the format indicated for each reference assignment.
2. The information should be specific & to the point to facilitate a quick and objective decision.

	Name of Bidder/Member of Consortium:	
1.	Name of Assignment/Project	
2.	Estimated Cost of Assignment	
3.	Type of "Similar Assignment"	
4.	Client Information Name & Address Tel. No., Email & Fax No. (Indicate whether public or private entity)	
5.	Start Date of Assignment	
6.	End Date of Assignment	
7.	Duration (months)	
8.	Scope of Assignment Performed/Description of services performed by the Bidder	
9.	Proof / Certificate from client **	
10.	Professional Fees received***	

** The bidder (single party or consortium) need to submit the notarized copy of the work order, completion certificate and other supporting documents, if required, from respective client for each Assignment in support of their claim (which must include claim against rows at sr. 1, 2,3,5,6& 8 above).

*** This shall be supported by the Statutory Auditor Certificate (in Original) in the following format, for each "Similar Assignment" (defined in Section-IV). The certificate should be on the letter head of the Statutory Auditor.

Certificate from the Statutory Auditor regarding completed Similar Assignments

This is to certify that that the information given under “**Professional Fees Received**”, for the assignments completed during the last 7 years ending last day of the month ____ - 2024 (month previous to the one in which tender is invited), as per Column 4 is correct as per the accounts of (name of bidder), having its office at (Office Address of Bidder).

Sr. No.	Name of Assignment	Name of Client	Professional Fee Received (in Rs. Lakhs)
(1)	(2)	(3)	(4)

PLACE:

DATE:

Name of the Audit firm

Signature

Name

Membership No.

Firm Reg. No.

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.
- The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.
- Use separate sheet for each completed similar assignment as defined in Form no. 5 of this Tender.
- Assignments with valid experience certificate shall only be considered during evaluation.
- Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Consortium; the details need to be provided for each Entities / Bidders
- The Bidder should provide details of only those assignments undertaken by it. Assignment experience of the Bidder's parent company or its subsidiary or any associate company (who is not a member of the Consortium) will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.
- The in Bidder (Each Member in case of JV/Consortium) should furnish the details of Eligible Experience as on the date of submission of the Proposal.

- Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of Tender.
- In case of JV, to qualify jointly, the experience in Similar Assignments, under “Firms Experience”, eligible Assignments executed by each member of JV shall be evaluated individually to assign the marks.
- Lead partner (of JV) should have executed at least one Similar Assignment under “Firms Experience”

The works reckoned for the above purpose are those executed by the tenderer as prime contractor or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.

PARTICULARS OF PROPOSED KEY PERSONNEL

Sr. No.	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience	Employment Profile		Experience in Eligible assignments.
					Name of Firm	Employed Period (From – To)	
1	Project Management Expert – Team Leader						
2	Procurement Specialist (Civil-I)						
3	Procurement Specialist (Civil-II)						
4	Procurement Specialist (Mechanical)						
5	Procurement Specialist (Electrical)						
6	Project Management Specialist (Civil-I)						
7	Project Management Specialist (Civil-II)						
8	Project Management Specialist (Mechanical)						
9	Project Management Specialist (Electrical)						
10	IT Expert for Project Dashboard Management						
11	Manager to Chairperson Office						

Note: Provide CV of each key personnel, in **FORM NO. 07**, as proposed above. In case, the CV as per **FORM NO. 07** is not provided, the respective Key Personnel shall not be considered for evaluation.

Date:

(Signature and name of the authorized signatory of the Bidder)

CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: ___
2. **Name of Firm** [*Insert name of firm proposing the staff*]: ___
3. **Name of Staff** [*Insert full name*]: ___
4. **Date of Birth:** _____ **Nationality:** _
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and **dates of obtainment***]: _____
6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record and Work Experience** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held, projects worked upon and respective, roles and Services.*]:

From [Month & Year]: _____ To [month & Year]: . Employer: ____ Positions held: _____	Project 1.....	role and Services
	Project 2.....	role and Services
	Project 3.....	role and Services
	Project	role and Services

11. Detailed Tasks Assigned

[*List all tasks to be performed under this Assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for all those assignments that best illustrate staff capability to handle the tasks listed under point 10 & 11. The information in respect of assignments carried out, for the period post securing the required qualification as per the tender, shall only be furnished.*]

Name of assignment: ____
 Name of project(s): ____
 From [Month & Year]: _____ To [month & Year]: ____
 Location: ____
 Client: _____

Main project features: _____
Positions held: _____
Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Place..... (Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Notes:

1. Use separate form for each Key Personnel.
2. The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original.

POWER OF ATTORNEY
(On a Stamp Paper of Rs. 300)

Know all men by these presents, we,..... (Name of Consultant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for **“Establishing Project Monitoring Unit (PMU) for Procurement, Monitoring, Implementation and Administrative Support at Deendayal Port Authority”** including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to DPA, representing us in all matters before DPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with DPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for **Establishing Project Monitoring Unit (PMU) For Procurement, Monitoring, Implementation and Administrative Support at Deendayal Port Authority”**.

and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

For
 (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....
 (Signature, name, designation and address of the Attorney)

Note: To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Appropriate value and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.

(You can print the Power of Attorney on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)

PRICE BID**SCHEDULE FOR ITEM OF WORK:**

“APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY”

Part-1

Description	Amount	
	In fig.	In words
Lump-sum charges including all taxes, duties for performing scope of work as per Section-III of the Tender for the subject work. The amount quoted shall be exclusive of Goods & Service Tax.		
1 st year		
2 nd year		
3 rd year		
Total Rs.		

Part-2: Breakup of Lump-sum Charges quoted (above) under Price bid (to be submitted through online only)

Description	Breakup			
	Year - 1	Year -2	Year – 3	Total
Project Management Expert – Team Leader				
Procurement Specialist (Civil-I)				
Procurement Specialist (Civil-				

II)				
Procurement Specialist (Mechanical)				
Procurement Specialist (Electrical)				
Project Management Specialist (Civil-I)				
Project Management Specialist (Civil-II)				
Project Management Specialist (Mechanical)				
Project Management Specialist (Electrical)				
IT Expert for Project Dashboard Management				
Manager to Chairperson Office				
Other Expenses				
TOTAL				

The prevailing GST rate for the work is

Note: 1. All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The Advisor shall be paid for the services rendered as per the Scope of Work.

2. The total of the breakup of the lump-sum charges provided under Part-2 should match with the lump-sum charges of each year provided in Part-1. Discrepancy in total may lead to non-responsiveness of the Price Bid.

**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/
CONSORTIUM**

((To be submitted on Non-judicial Stamp Paper of appropriate value))

By this Power-of-Attorney executed on thisday of (month) of 2024, we,

(i) (..... *Name of legally authorized signatory of first partner to be filled in.....*), (ii) (..... *.Name of legally authorized signatory of second partner to be filled in*),..... hereby jointly authorize and agree the Lead Partner, M/s (..... *Name of the lead partner to be filled in.....*). (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid. to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of **APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY** through Lead Partner

(i) Signature Name

Designation seal &

Common seal of the firm

(ii) Signature Name

Designation seal &

Common seal of the firm

.....

.....

Signature, name and seal of the certifying authority/Notary Public

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this day of2022 by and between (i) M/s..... *(Name of the firm to be filled-in)* (ii)M/s..... *(Name of the firm to be filled-in)*, primarily for the work under the Deendayal Port Authority

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium

1. Formation of Joint Venture/Consortium

1.1. (i)M/s..... *(Name of the firm to be filled in)* is engaged in
..... *(Details of the works undertaken by the party)*

(ii)M/s..... *(Name of the firm to be filled in)* is engaged in
.....*(Details of the works undertaken by the party)*

(iii)

1.2. On behalf of Board of Deendayal Port Authority (hereinafter referred to as Employer), the Chief Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work **APPOINTMENT OF CONSULTANT FOR ESTABLISHING PROJECT MONITORING UNIT (PMU) FOR PROCUREMENT, MONITORING, IMPLEMENTATION AND ADMINISTRATIVE SUPPORT AT DEENDAYAL PORT AUTHORITY (Tender No. _____)**

1.3 The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (..... *Name of Partner to be filled in.....*) shall be the Lead Partner and (i) (..... *Name of Partner to be filled in*), (ii) (..... *Name of Partner to be filled in.....*)..... shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES ASFOLLOWS

1.4. The Joint Venture/Consortium will be known as... (.....*Name of JV to be filled in*) and shall consist of (i) (*Name of the firm to be filled in.....*), (ii) (.....*Name of the firm to be filled-in*).

parties to the present agreement

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint-Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...**Name of JV/Consortium to be filled in** ..) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s.....(**Name of the partner to be filled-in**) -

(ii) M/s..... (**Name of the partner to be filled-in**) -

(iii)

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (... **Name of Partner to be filled-in**...) shall carry out the following works.....

c) (.....**Name of Partner to be filled-in**..) shall carry out the following works

d)

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15 It is hereby agreed and undertaken that all the parties are jointly and severally liable to the -Board of Port of Deendayal for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

1.17 The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process, and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s)of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth hereinabove and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the..... day of.....20...

(i) Signature Name
Designation seal &
Common seal of the firm

(ii) Signature Name
Designation seal &
Common seal of the firm

Witness 1

Witness 2

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)

Bid Security Declaration Form

Date: _____ Tender No. _____

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

I/We. The undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

SECTION- VII

LETTER OF ACCEPTANCE AND FORMS OF SECURITIES

LETTER OF ACCEPTANCE

(On the letter head paper of the Deendayal Port)

To: _____

Date: _____

(Name & address of advisor)

Dear Sir,

Sub: Tender No. (Title of Tender)

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for execution of _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

2. You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of acceptance and valid up to 21/28 days from the date of completion of contractual obligations, subject to removal of Defects as per tender condition and also sign the contract agreement within (21) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Please acknowledge receipt.

Yours faithfully

Authorized signatory

**Name and title of signatory
Deendayal Port Authority**

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

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

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 exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated ____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or 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, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board 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 contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. (Rupees _____) only.

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

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

5. We, _____ (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said

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

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

7. It is also hereby agreed that the Courts in [insert city] 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 up to _____; and

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

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

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

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

Date day of 20
For (Name of Bank)
(Name) Signature

SECTION-VIII
Form of Agreement

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority a body corporate under Major Port Authority Act, 2021, having its Administrative Office Building at Gandhidham (Kachchh) (hereinafter called the 'Board', which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part «Name_of_Party», «Address_of_Party», «Address_1», «Address_2», «Address_3», (Name and address of the Consultant if an individual and all partners if a partnership with all their addresses) (hereinafter called the 'Consultant' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Board is desirous of carrying out the work of “«Name_Of_Work»” and whereas the Consultant has offered to execute and complete such works.

And whereas the contractor has deposited a sum of Rs.«EMD»/-as security in the form of «Form_Of_EMD» and/or agreed to deposit the security deposit as follows for the due fulfilment of all the conditions of the contract.

Rs. _____ paid towards EMD to be treated as Security Deposit.

Balance amount of Rs. «BalanceRs. ____ /- to be recovered from work 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this agreement viz.:-
 - i. The tender submitted by the Consultant.
 - ii. The conditions of contract.
 - iii. The entire scope of work as per SECTION-III
 - iv. The schedule of items of work with quantities and rate.
3. The Consultant hereby covenants with the Board to complete the work in conformity, in all respects to the satisfaction of Board in accordance with the provision of the contract.
4. The Board hereby covenants to pay the Consultant in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.

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

Signed and sealed by Technical Consultant in the presence of:-

M/s _____

(Name, signature description and seal of
Technical Consultant)

Witness: (Name, signature, address)

Signed, sealed and delivered by Chief Engineer
on Behalf of the Board in presence of _____ :

Witness: (Name, signature, address)

(1) _____

(2) _____

Chief Engineer

Deendayal Port Authority

(For and on Behalf of the

Board of Deendayal Port Authority.)

The common seal of the Board of Deendayal Port Authority affixed in the presence of.

Secretary

Deendayal Port Authority

SECTION – IX

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

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

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this

agreement.

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

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract

has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

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

Section 10 - Other Provisions

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



(For & on behalf of the Principal)

(Office Seal)



Signature of Witness:
(Name & Address)

Chetan K. Jang
(KENC)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature of Witness:
(Name & Address)

Place: Gandhidham
Date: ___/___/20___

GUIDELINES ON BANNING OF BUSINESS DEALINGS

(Effective from 01/01/2023)



DEENDAYL PORT AUTHORITY

(Formerly known as Kandla Port Trust)
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 Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
 - e) If the agencies have same authorized signatory (ies)
 - f) If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

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

Area of Banning/ Suspension	Competent Authority	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 DivisionThe 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 Hold on participation of the Agency in tenders or exoneration.

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

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

7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavor 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 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
 - iii) 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.
 - iv) 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.
 - v) 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 contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.
- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

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

- 11.1 The Board shall upload/update the list of banned agencies alongwith 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