

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT

CONSTRUCTION-I DIVISION



Tender No. C-I:02/2025

“Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla”

Issued by:

Office of Executive Engineer (Construction-I),

Deendayal Port Authority,
Room No. 303, Annex, A.O. Building,
Post Box No.-50, Gandhidham-370201
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India

Mobile-87586 59669

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**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

Tender No. C-I:02/2025

“Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla”

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DC-1: TENDER NOTICE

DEENDAYAL PORT AUTHORITY

Tender No: C-I :02/2025

ONLINE TENDERING (E- Tendering)

Name of Work: - Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla

E/Online Tenders are invited by: **Executive Engineer (C-I)** for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla	Rs.5,900/- (Incl. GST) through digital mode (UPI/RTGS/NEFT /etc.) in the account of Port	Rs.13,30,18,131/-	Rs.13,30,182/- through Bank Guarantee drawn in favor of "Board of Deendayal Port Authority" from any Nationalized Bank/Scheduled Bank (except co-operative bank) having its branch in Gandhidham.	25/03/2025 at 12:00 hrs. in the Old Board Room, 1st floor, A.O. building, Deendayal Port Authority, Gandhidham	17/04/2025 @ 16:00 Hrs.	17/04/2025 @ 16:15 Hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from **17/03/2025 to 17/04/2025 @16:00 hrs.** Tender Notice is also available on www.deendayalport.gov.in. Technical Bid will be opened on **17/04/2025 @ 16:15 Hrs.** Date of submission and opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries, prospective bidders may contact Executive Engineer (C-I), Construction-1 division, A.O. Building Gandhidham (Kutch), Phone No. 8758659669, during working hours, before the last date and time of closing of downloading of tender documents.

**EXECUTIVE ENGINEER (C-I)
DEENDAYAL PORT AUTHORITY**

TENDER NOTICE

Deendayal Port Authority (DPA) intends to invite tender in online system for the work of "Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla".

The E-Tender are invited from the firms/Consultants for Consultancy services for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminal at Kandla.

- (i) The bidder is required to submit the (tender fee, EMD) / valid MSE's certificate along with bid securing declaration, and Integrity pact as per the NIT.
- (ii) The Bidder is required to submit Resume/CV's of the team to be engaged.
- (iii) The selection of the Bidder shall be made in Quality & Cost Based Selection (80:20) method.
- (iv) The Bidder is required to submit the declaration that they have not been banned or debarred by any Government /Semi Govt. Agency or PSU's.
- (v) The Bidder should have no Conflict of Interest in taking up the subject work.

The tender document can be downloaded from DPA's website (www.deendayalport.gov.in) and website of n-procure.

In case of any discrepancy between the Tender Documents downloaded from internet and master copy available in the office, the later shall prevail and will be binding on the tenderer(s). No claim on this account shall be entertained. The bidders are also required to visit the website regularly to find out if any correction slips /corrigendum /addendum is issued subsequent to uploading of the Tender Notice and schedule.

Offers will be submitted online on (n) Procure site & hard copies of documents to be submitted within 07 days from opening of tender.

Executive Engineer (C-I)
Deendayal Port Authority

DC-2: TENDER ACTIVITY SHEET

Name of Work: "Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla"

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	17.03.2025	16:00 Hrs.
2.	Bid Document Download start date	17.03.2025	16:00 Hrs.
3.	Bid Document Download end date	17.04.2025	16:00 Hrs.
4.	Pre-Bid Meeting date	25.03.2025	12:00 Hrs.
5.	Bid Submission Start date	17.03.2025	16:00 Hrs.
6.	Bid Submission End date	17.04.2025	16:00 Hrs.
7.	Tender Opening date	17.04.2025	16:15 Hrs.

DC-3: NOTICE INVITING TENDER

DEENDAYAL PORT AUTHORITY

Details about E-Tender:

Department Name	Civil Engineering Department
Circle/ Division	Construction-I Division, Room No. 303, Annex A.O. Building, Deendayal Port Authority, Gandhidham, Kutch, Gujarat-370201
Tender Notice No.	C-I :02/2025
Name of Work/Project	Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla
Estimate Cost (INR)	Rs.13,30,18,131/-
Period of Completion (in Months)	12 Months
Bidding Type	Open Tender
Bid Call (Nos.)	One
Tender Currency Type	Indian Rupee (INR)
Pre-Bid Meeting Date	25.03.2025 at 12:00 Hrs.
Bid Opening Date	17.04.2025 at 16:15 Hrs.
Bid Validity Period	120 Days after opening of bid
Details of Tender fee & EMD:	<p>Tender fee: Rs.5,900/- (Rupees Five Thousand Nine Hundred Only) i.e. Rs.5,000 + Rs.900 (Tender Fee + 18% GST) (Non-transferable) shall be deposited only through digital mode (UPI/RTGS/NEFT/etc.) in the account of Port as mentioned below: Account Name: Deendayal Port Authority 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. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.</p> <p>Earnest Money Deposit (EMD): Rs.13,30,182/- (Rupees Thirteen Lakhs Thirty Thousand One Hundred Eighty-Two Only) shall be submitted in the form of Bank Guarantee drawn in favor of "Board of Deendayal Port Authority", from any Nationalized Bank/Scheduled Bank (except co-operative bank) having its branch in Gandhidham and Receipt of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.</p> <p style="text-align: center;">or</p> <p>Exemption from payment of Tender fee & EMD for bidders:</p> <p>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 & EMD. Such bidders shall upload the scanned copy of valid certificate.</p> <p>It may be noted that exemption certificate issued by any other authority will not be entertained. Such bidder shall</p>

	<p>upload in 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, failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate along with bid securing declaration in preliminary 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" data-bbox="621 407 1328 615"> <tr> <th>Level</th><th>Description</th></tr> <tr> <td>Section – M</td><td>Professional, scientific and technical activities</td></tr> <tr> <td>Division – 71</td><td>Architecture and engineering activities; technical testing and analysis</td></tr> <tr> <td>Group – 711</td><td>Architectural and engineering activities and related technical Consultancy</td></tr> </table> <p>The above shall be submitted in electronic format ONLY through online (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee / MSEs along with bid security declaration are received. Accordingly offer of only those shall be opened whose EMD and Tender Fee/ MSEs along with bid security declaration is received electronically.</p>	Level	Description	Section – M	Professional, scientific and technical activities	Division – 71	Architecture and engineering activities; technical testing and analysis	Group – 711	Architectural and engineering activities and related technical Consultancy
Level	Description								
Section – M	Professional, scientific and technical activities								
Division – 71	Architecture and engineering activities; technical testing and analysis								
Group – 711	Architectural and engineering activities and related technical Consultancy								
<p>Conditions:</p>	<p>Integrity Pact Agreement need to be submitted online during preliminary bid as per format available in the tender document and as per the procedure mentioned below, failing which bid submitted by the bidder will be considered non-responsive.</p> <ul style="list-style-type: none"> ➤ The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal. ➤ The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the 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. ➤ In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation. <p>Quality and Cost Based Selection (QCBS)</p> <ul style="list-style-type: none"> ➤ The Financial Proposal is to be submitted online only. (No physical submission of Financial proposal permitted). ➤ Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation. ➤ The qualifying criteria is mentioned at Annexure-C (Bid Summery Sheet) and in case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS)/equivalent supporting certificate indicating the income tax deducted 								

	<p>by the client for that work, which will form the basis for assessing the value of completed work.</p> <ul style="list-style-type: none"> ➤ Total Marks = (Technical Score) * 80% + (Financial Score) * 20% ➤ The bidder scoring highest Total marks shall be awarded the assignment as per evaluation methodology detailed out in the tender document. ➤ The selection shall be based on Quality Cost Based Selection (QCBS) i.e., evaluated on 80:20 basis. ➤ 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.
Joint Venture	<p>Applicable</p> <ul style="list-style-type: none"> • In case of JV, 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 in terms of similar completed works. • The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. • Bid security & Performance Guarantee as required shall be furnished by Lead member of Joint Venture. • In case of Joint Venture (JV) / consortium, there should not be any change of partner after award of work till the completion of assignment in all respect.
Rebate	Applicable
Documents required to be submitted by scanning through online	<ul style="list-style-type: none"> a. Proof towards payment as per mentioned at NIT of tender fee & EMD shall be uploaded while submission of the bid online or a copy of valid certificate of MSE's as per mentioned at NIT. b. Integrity Pact (Annexure-I) c. Resume/CV's of the team to be engaged for this assignment. d. The Evaluation methodology have been detailed out in the BID SUMMARY SHEET (Annexure C). e. Documents received via online ONLY shall be considered while evaluating. f. Any other Document as specified in the Tender Document.
Remarks	<p>Any other payment mode for tender fee and EMD other than mentioned above will not be considered.</p> <p>However, for the purpose of realization, bidder shall send the required documents in original along with hard copy of tender (sealed & signed of authorized person), and other Pre-Qualification documents through R.P.A.D./speed post or in person so as to reach to the Office of EXECUTIVE ENGINEER (C-I), CONSTRUCTION-DIVISION DEENDAYAL PORT AUTHORITY, ROOM NO.303, 2nd FLOOR, AO BUILDING- ANNEX, GANDHIDHAM KACHCHH-370201 within 7 days from the last date opening.</p>
Bid Inviting & Opening Authority:	Executive Engineer (C-I), Deendayal Port Authority.
Address:	OFFICE OF EXECUTIVE ENGINEER (C-I), CONSTRUCTION-DIVISION, DEENDAYAL PORT AUTHORITY, ROOM NO.303, 2 nd FLOOR, A.O. BUILDING- ANNEX, GANDHIDHAM, KACHCHH (GUJARAT)-370201.
Contact Details :	Ph: 8758659669. Email: constdiv1@gmail.com

NOTE: In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n) Procure Support team: -
(n) Code Solutions- A division of GNFC Ltd., (n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad-380054(Gujarat)

Contact Details

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

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

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

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

Executive Engineer (C-I)
Deendayal Port Authority

SECTION-I

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

- 1) Information and instructions for contractors will form part of NIT and to be published on website.
- 2) The intending bidder must have Class III digital signature to submit the bid.
- 3) The Bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Electronic mode of payment towards Tender Fee & EMD or exemption certificate (as mentioned in this tender) towards Bid Security & cost of bid document.
- 4) Bidders may modify or withdraw their bids before last date and time of submission of bid as notified. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 5) On opening date, contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 6) Bidder can upload documents in the form of JPG format and PDF Format.
- 7) 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.
- 8) If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
- 9) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
- 10) 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).
- 11) The Draft information and instructions to Contractors may be modified suitably by NIT approving Authority as per requirement.
- 12) All the mandatory document required have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

List of Documents to be scanned and uploaded within the period of bid submission:

- I. Tender fee & EMD / valid MSEs certificate as per the tender document along with filled & signed Bid security declaration in preliminary bid.
- II. The bid/tender shall also be accompanied by Integrity Pact Agreement in Preliminary Bid. (**Annexure I**).
- III. Resume/CV's of the team to be engaged.
- IV. Any Other Documents as specified in this Tender Document shall be furnished only in the formats specified in the Tender only and no other formats shall be accepted.

Disclaimer

The information contained in this TENDER document 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 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 however 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, for the Consultancy and the 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

SECTION – II

INSTRUCTION TO BIDDERS

Name of Work: "Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla"

1. INTRODUCTION

Deendayal Port (erstwhile Kandla Port) is a protected natural Harbour situated in the Kandla Creek in Gujarat, 90 Nautical Miles from the mouth of Gulf of Kachchh on the West Coast of India. It is portal to the West and North India and enjoys locational advantage with vast hinterland of 1 Million Sq. Km. consisting of States of J&K, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Gujarat and part of Madhya Pradesh and Uttar Pradesh.

Ports play a key role in economic development by handling both domestic coastal and export-import traffic. Deendayal Port is the nearest among all Major Ports in India to the vast hinterland it serves through well connected four-lane road network of National Highways as well as Broad Gauge Railway linkage.

Presently, the Port has fourteen dry cargo berths for handling general & breakbulk cargo traffic, two berths for handling container cargo, Seven oil jetties for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek, one Offshore Terminal at Tekra for handling dry bulk cargo, and three Single Buoy Mooring (SBM) & two product jetties at Vadinar for handling crude oil.

Deendayal Port Authority (DPA) has initiated action to Development of New Container and Multipurpose Terminals using the 6.0 km available water front on the west side of the Kandla creek entrance. The project shall be developed under PPP mode with suitable VGF support.

Accordingly, DPA intends to invite tender for Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla accordance with the scope of work mentioned in the tender.

The Bidders are invited to submit a Proposal as per the formats given in Tender for Services required for the Assignment. 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. DEFINITIONS

- 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 "Bidder" means the person or persons firm or company who have submitted bid application in response for the project and includes the Bidder's representatives, officers, successors and permitted assignee.

- 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.
- 2.4 "Chairman" means the Chairman of the Board of Deendayal Port Authority.
- 2.5 "Chief Engineer" means the Chief Engineer of Deendayal Port Authority.
- 2.6 "DPA" means Deendayal Port Authority as constituted and existing under the provisions of the Major Ports Act 2021.
- 2.7 "Engineer-in-charge" means the Executive Engineer of the Deendayal Port Authority.
- 2.8 "Engineer in Charge Representative" means Assistant Executive Engineer or Assistant Engineer working under the Chief Engineer to perform various duties.
- 2.9 "TENDER" means Request for Proposal.
- 2.10 H1, H2, ... Hn" are the ranks allocated to the bidders in order from highest to lowest score, based on combined score considering technical and financial score obtained by QCBS.
- 2.11 "Preferred Bidder" means H1 as defined in clause 2.10 above.

3. PROCEDURE FOR SUBMITTING TENDER

3.1 BIDDING DOCUMENTS

- 3.1.1 The bidding documents shall be downloaded from DPA's website (www.deendayalport.gov.in) and website of n-procure. The documents should be completely filled and submitted through on-line Tendering process and one copy shall be submitted within 7 days of the date of opening of the tender.
- 3.1.2 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 4.1 here of, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.
- 3.1.3 Language of Bid:

All documents relating to the bid shall be in the English language.

3.2 Documents comprising the Bid:

The Proposal shall be prepared in three separate envelopes as follows:

3.2.1 Preliminary and Technical Proposal

3.2.1.1 Envelope 1: Preliminary Bid 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

- a. The Tender Fee to be paid only through Digital mode of Payments (UPI/RTGS/NEFT/etc.). The details are mentioned below: -
 Account Name: Deendayal Port Authority
 Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT
 Bank of Baroda, Gandhidham Branch
- b. EMD is to be paid in the form of Bank Guarantee (drawn in favour of "Board of Deendayal Port Authority") for the entire amount from any Nationalized Bank/Scheduled Bank (except Cooperative Bank) having its branch at Gandhidham.

In addition to above, the bidder is required to submit verifiable evidence (Scanned

copy) of digital payment made towards tender fee during preliminary bid stage. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.

or

In case of Micro and Small Enterprise (MSE's) 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 only shall become eligible for exemption from payment of Tender fee & EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed "**Bid Securing Declaration**" as per format provided in the tender document, failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at **(ANNEXURE J)**: -

Level	Description
Section – M	Professional, scientific and technical activities
Division – 71	Architecture and engineering activities; technical testing and analysis
Group – 711	Architectural and engineering activities and related technical consultancy

- c. The bid/tender shall also be accompanied by **Integrity Pact Agreement** in Preliminary Bid. (**Annexure I**).
- The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
 - The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the 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.
 - In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.

3.2.1.2. Envelope 2: Technical Proposal

- a. Average Annual financial turnover during last three years, ending 31st March of the previous financial year certified by the Chartered Accountant i.e. FY 2021-22, 2022-23 & 2023-2024. If turnover for 2024-25 available then turnover of 2021-22 is not required.

The Financial Turnover document must be certified by a Chartered Accountant CA's stamp, signature and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. In case of foreign bidders shall submit their financial turnover duly certified by the Indian Chartered Accountant. The values of the above, if mentioned in other than INR will be evaluated as per clause no. 3.15 of section 2.

- b. The bidder should have international/national experience in providing consultancy services in respect of preparation of Detailed Project Report in port sector **such eligible consultancy assignment has been successfully completed** in last 7 years (ending last day of month previous to the one in which tenders are invited). "Port sector" means it would be deemed to include composite works involving on shore/ off shore/Estuarine/Waterway/Marine infrastructure having Terminals/Berth/Jetties/Quays/approach trestle/ Wharf/ Harbours and Handling & Storage system /Bulk / Container /liquid Material Handling & Storage System.

The values of the above similar work, if mentioned in other than INR will be evaluated

as per clause no. 3.15 of section 2.

In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS)/equivalent supporting certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

- c. The Bio data (Resume/CV's) of KEY PERSONNELS to be engagement for this assignment, indicating qualification, experience etc. complete in the prescribed format (**Annexure E & F**).
- d. Tender documents together with accompaniments except **Annexure-A** (Price Bid).
- e. Sole bidder/ lead member (in case of JV) should furnish Income tax PAN number and GST registration number.
- f. Bidder is required to submit the declaration that they have not been banned or debarred by any Govt. / Semi Govt. agency or PSUs.
- g. An undertaking demonstrates that the advisor shall not have a conflict of interest that affect the bidding process as specified under clause No. 3.12 of section-2.
- h. Details of Litigations/arbitration cases resulting from the contracts executed by bidder in the past or currently under execution. (**Annexure L**)
- i. Power of Attorney (prescribed in **Annexure G**).
- j. Self-Evaluation Sheet as per evaluation criteria (**Annexure H**)
- k. Format of Joint Bidding Agreement (**Annexure M**)
- l. Format of Power of Attorney for Lead Member of Consortium (**Annexure N**)
- m. 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).

3.2.2 **FINANCIAL PROPOSAL**

It shall contain only **Annexure A** i.e., Price bid, showing the rate and **amount against the items for** "Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla"

The Financial Proposal is to be submitted online only. **(No physical submission of Financial proposal permitted)**

- 3.3** The Advisor should not make any alteration in the tender documents.
- 3.4** The Board will not be responsible for or pay for expenses or losses, which may be incurred by any Advisor in the preparation of his tender.
- 3.5** The Consultant/ Advisors should not send revised or amended offers after the closing date and time of the tender.
- 3.6** The tender should be delivered to the office of the Executive Engineer (C- I) and the Advisor should obtain written acknowledgement for the same. Hard copy of the Tender along with its accompaniments should reach the office of the Executive Engineer (C-I), within 7 days from the date of online opening of bid. The Advisor

should specifically note that their tenders whether sent by post or by hand must reach this office on or before due date and time. Offers received late from outstations even though posted in time will not be considered in any case.

- 3.7** The Technical Proposal shall be opened online or in the presence of such persons / representatives of the bidder who may wish to be present in the Office of Executive Engineer (C-I), DEENDAYAL PORT AUTHORITY, Gandhidham.
- 3.8** Bids shall remain valid for a period of 120 days from the date of opening of preliminary bid of tender. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 3.9** The Advisor whose tender is accepted will be required to enter into an agreement, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at **Annexure "B"**. The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Consultant.
- 3.10** In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so and copy of the same is to be enclosed with technical bid.
- 3.11** The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Advisor at the appropriate time.
- 3.12** CONFLICT OF INTEREST:
 - a.** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
 - b.** The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
 - c.** Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-1 below. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i.** the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that

this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.25.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant has a relationship with another Applicant, 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 Application of either or each of the other Applicant; or
- vi. there is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii. a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.25.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- viii. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such

Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- d. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

SCHEDULE-1

(See Clause 2.25.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.25 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - i. Potential consultant should not be privy to information from the Authority which is not available to others;
 - ii. potential consultant should not have defined the project when earlier working for the Authority;
 - iii. potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

- i. No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
- ii. no consultant should be involved in owning or operating entities resulting from the project; or
- iii. no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

3.13 Performance Security in form of Digital mode of payment (UPI/RTGS/NEFT/etc.)/FDR/ Bank Guarantee (drawn in favor of "Board of Deendayal Port Authority") is acceptable, if issued by Nationalized/Scheduled Banks (except co-operative banks) having its Branch at Gandhidham.

3.14 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.

- a. A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Performa at **Annexure-M** shall be enclosed with the bid.
- b. 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 **Annexure-N**, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- c. 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.
- d. 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.
- e. 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.
- f. Bid Security as required shall be furnished by Lead Member of Joint venture.
- g. Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- h. 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 applications may be rejected.
- i. Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- j. 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.
- k. 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.
- l. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- m. All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- n. 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.

- o.** 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.
 - p.** 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.
 - q.** 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.
 - r.** One of the partners of JV/Consortium should have downloaded the bid documents.
- 3.15** For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 78 (Rupees Seventy-Eight {average of 5 years}) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 3.16** In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS)/equivalent supporting certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
- 3.17 PRE-BID MEETING:**
- a.** The bidder or his official representative may attend pre-bid meeting to be held on **25/03/2025 at 12:00 hrs.** in the Old Board Room, 1st floor, A.O. building, Deendayal Port Authority, Gandhidham. 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.
 - b.** The purpose of the Pre-Bid meeting will be to clarify issues related to work and tender conditions.
 - c.** Pre-Bid clarifications will be uploaded in <https://tender.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
 - d.** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
 - e.** 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 constdiv1@gmail.com on in writing so as to reach the XEN (C-I) not later than One (1) day before the date of Pre-bid meeting.

Sr. No	Clause No	Page No	Query

3.18 Amendment of Bidding Documents

Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda, in which case all rights and obligations of the Employer 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 <https://tender.nprocure.com>. Prospective bidders shall acknowledge receipt of each addendum by cable/email to the Employer. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

3.19 No Sub-Consultancy is permitted for the Assignment.

4. TENDER EVALUATION

General information:

- a) The selection shall be based on Quality Cost Based Selection (QCBS) i.e., evaluated on 80:20 basis.
- b) The Evaluation methodology have been detailed out in the **BID SUMMARY SHEET (Annexure C)**.
- c) Financial Bid would be opened for only those Bidders who have scored minimum 70 out of 100 marks in Technical Evaluation.
- d) 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 too.

4.1. Responsiveness of the Proposal

A Bid shall be considered responsive only if following documents are in-corporate;

- a. It is accompanied by the Tender Fee, EMD/ valid MSE certificate along with Bid Security declaration as per mentioned in tender and integrity pact;
- b. The technical Proposal is received in specified in this tender;
- c. It is received by the Bid Due Date including any extension thereof made pursuant to this TENDER;
- d. It is properly stamped, signed, and sealed as per the terms of this TENDER;
- e. It is accompanied by the Resume/CV's as specified under this TENDER;
- f. It is accompanied by the Power(s) of Attorney as specified under this TENDER;
- g. It is accompanied by the undertaking of Conflict of Interest as specified under this TENDER;
- h. It contains all the information (complete in all respects) as requested in this TENDER;
- i. It contains certificates and statements as per the terms of this TENDER;
- j. It does not contain any condition or qualification.

4.2. Evaluation of Technical Proposals

- a. DPA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (ToR) as per above clause 4.1. The evaluation shall be as per the criteria and point system specified in the Data Sheet (Summary Sheet) of this TENDER document. A Proposal may be rejected at any stage if it does not respond to the provisions of this TENDER document, and particularly the ToR as per clause 4.1. **(Summary Sheet - Annexure-C)**.
- b. To assist in the process of evaluation of Proposals, DPA may, at its sole discretion, ask any Bidder for clarification on its Proposal. No change in the substance of the Proposal would be permitted by way of such clarifications.
- c. Only those Applicants/ Bidders who scores a minimum overall Technical Score of 70 marks out of 100 marks shall qualify for further consideration. 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 no. of pre-qualified and short-

listed bidders shall not exceed two.

- d. The bidder shall be **asked to make a presentation** to the Employer during evaluation of technical submissions "as and when" on request of the Employer. The bidder in his presentation shall prove Understanding of Project, proposed approach for the project with timeline, firm's experience and shall explain the capability of the proposed engaged manpower along with their qualification and experience taking into consideration the various parameters specified in the tender so as to facilitate bidder for the assessment of technical scoring.

4.3. Opening and Evaluation of Financial Proposals

- a. 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 and place informed by DPA.
- b. 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.
- c. The Consultancy Services fee indicated in the Financial Proposal Submission Forms 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.
- d. The Bids will be evaluated on the Quality and Cost Based Selection (QCBS) process with 80% weightage to technical proposal and 20% to financial proposal.
- e. Total Marks = (Technical Score) X 80% + (Financial Score) X 20%
- f. The Bidder scoring highest Total Marks shall be awarded the assignment and termed a 'Preferred Bidder'.

5. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- A. Earnest money Deposit (EMD) shall be 1% of the Estimate cost put to tender, subject to maximum Rs.50 Lakhs.
- B. The EMD of Rs.13,30,182/- (Rupees Thirteen Lakhs Thirty Thousand One Hundred Eighty-Two only) be payable through Bank Guarantee (drawn in favor of "Board of Deendayal Port Authority") for the entire amount from any Nationalized/Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham of payments.

The bank details are mentioned below: -

Account Name: Deendayal Port Authority

Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT

Bank of Baroda, Gandhidham Branch

- C. The EMD up to Rs.5 Lakhs be payable by ONLINE / Digital Mode (UPI/RTGS/NEFT/etc.). EMD beyond Rs.5 lakhs also payable by Bank Guarantee (drawn in favor of "Board of Deendayal Port Authority") for the entire amount from any Nationalized/Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- D. EMD of unsuccessful bidders other than H1 is refunded immediately after ranking of

price bids.

- E. EMD is refunded Suo-motto with/without any application from the bidders.
- F. The bid security of the successful bidder will be discharged (refunded after he has signed the Agreement and furnished the required Performance security.)
- G. The Bid security may be forfeited, if
 - a) The bidder withdraws the bid after bid opening during the period of bid validity.
 - b) The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
 - c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performances security.
 - (iii) In case the contractor fails to commence the work within stipulated time.

Note: 1. The forfeiture of the bid security is entirely discretion of employer. No any claims in this regards shall be entertained.

2. H1 means bidder scoring highest total marks and H2 means bidder scoring second highest total marks.

- H. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender which is mentioned in the tender only shall become eligible for exemption from payment of Tender fee & EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed "Bid Securing Declaration" as per format provided in the tender document, failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at (**ANNEXURE J**).

6. PERFORMANCE SECURITY / SECURITY DEPOSIT:

The Successful Bidder shall be required to submit a Performance Security constituting/amounting to 5% of the Contract Price. Performance Guarantee (P.G.) amounting to 5% of the Contract Price, to be submitted in the form of a Digital mode of payment (UPI/RTGS/NEFT/etc.) in the port's bank account/FDR/Bank Guarantee (drawn in favor of "Board of Deendayal Port Authority") issued from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Gandhidham, Kutch, Gujarat.

Performance Guarantee/ Security Deposit shall be submitted by the successful bidder within 21 days after receiving LOA. The specimen format of Bank Guarantee is given in **Annexure-D**.

The Performance security in the form of Bank Guarantee/ FDR/ Digital mode of payment (UPI/RTGS/NEFT/etc.) shall be returned to the Successful Bidder after 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.

No interest shall be payable by the Employer on performance Guarantee Amounts.

7. SCOPE OF WORK/TERMS OF REFERENCE (TOR): -

Deendayal Port (erstwhile Kandla Port) is a protected natural harbour situated in the Kandla Creek in Gujarat, 90 Nautical Miles from the mouth of Gulf of Kachchh on the West Coast of India. It is portal to the West and North India and enjoys locational advantage with vast hinterland of 1 million Sq. Km. consisting of States of J&K, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Gujarat and part of Madhya Pradesh and Uttar Pradesh.

Ports play a key role in economic development by handling both domestic coastal and export-import traffic. Deendayal Port is the nearest among all Major Ports in India to the vast hinterland it serves through well connected four-lane road network of National Highways as well as Broad Gauge Railway linkage.

Presently, the Port has fourteen dry cargo berths for handling general & breakbulk cargo traffic, two berths for handling container cargo, Seven oil jetties for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek, one Offshore Terminal at Tekra for handling dry bulk cargo, and three Single Buoy Mooring (SBM) & two product jetties at Vadinar for handling crude oil.

Deendayal Port Authority (DPA) has initiated action to Development of New Container and Multipurpose Terminals using the 6.0 km available waterfront on the west side of the Kandla creek entrance. The project shall be developed under PPP mode with suitable VGF support.

The main objective of the Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla (which includes but not limited to Dry cargo, Liquid cargo, facilities) at Kandla by firming up with more details, which will be a standalone base document for planning the project, taking investment decision, getting approvals and implementation.

The scope of consultancy services / Terms of References (TOR) shall include but not necessarily be limited to the following activities: -

- 7.1** The Advisor/Consultant shall carry out the Site visit & undertake a detailed reconnaissance survey and conduct meetings with port officials to get a clear idea about the project. Review of all available reports and information about the project and the project influence area if available. Any additional data if required by consultant shall be worked out / arrived by him with the help of already available data or by any other suitable method at his own cost.
- 7.2** Review the available traffic study report as well as Carry out the detail studies for Traffic Gap Analysis for the proposed Facilities. To evaluate & workout detailed projection of traffic in terms of Cargo as well as vessels for the project. The analysis for forecast traffic should be done year wise basis. Further a detailed rationalise methodology undertaken for evaluation for traffic project should be also detailed out. Also, study & analyse current and future market trends, including shipping volumes, trade flows, and competitive positioning of the port relative to other regional and global ports, global scenario this will involve a detailed study of import/export data, potential growth in specific sectors (e.g., containerized goods, bulk commodities etc.), and the potential capture of additional market share and various Port facilities existing at the nearby Ports developed along the Coastline or likely to be developed on the existing Port, servicing the same hinterland.
 - 7.2.1 Demand Forecasting: This involves conducting a detailed market analysis to identify potential cargo types, sources, and destinations. It also includes developing a robust cargo projection model that considers various growth scenarios and economic factors, as well as analyzing the potential impact of new and emerging technologies on future cargo flows.
- 7.3 Carry-out Engineering Surveys and Investigations and analysis**
 - 7.3.1 Topographic Survey; Carryout topographic survey in the proposed Port area. This will basically include
 - (i) Proposed back-up area
 - (ii) Road & Rail connectivity from proposed back-up of berth/Terminal location to existing road / rail network at Kandla/Tuna Area

7.3.2 Bathymetric Survey: Carry out bathymetric survey using multi-beam echo sounder and cover as a minimum the following areas:

- (i) Proposed container terminal layout, including but not limited to berthing areas, navigation channel, turning circle, Kandla & Nakthi Creek etc.
- (ii) All bathymetric data shall be referenced to Chart Datum.

7.3.3 Side Scan Sonar to produce real-time high resolution 3D maps of the seafloor within harbour and dredging areas only.

7.3.4 Wave, Tide and Current Measurements: Carry out wave, tide and current measurements required for river/coastal modelling studies. The location and equipment to be deployed for the measurements as well as the duration of the measuring campaign shall be approved by the Engineer.

7.3.5 Water sampling: Carry out water sampling to estimate the concentration of suspended sediments which are required for river/coastal modelling studies. The number and arrangement of the water sampling locations shall be approved by the Engineer.

7.3.6 In addition to the Kandla creek, Nakti creek & Khori creek to be considered for Mathematical Model Studies to analyse the impact of Dredging.

7.3.7 Further, RAT studies needs to be carried out to assess the flow direction of dredged material.

7.3.8 Geotechnical Investigations: Carry out marine and land Geotechnical Investigations in addition to geophysical surveys.

Marine and Land Geotechnical Investigations survey are required to allow for planning and designing marine structures, pavement design, buildings, road/rail corridors. The marine survey shall be extended to cover all potential areas eligible for dredging. The subsurface soil investigation survey shall include

- (i) Marine bore holes of 30 Nos. for proposed waterfront & channel and land boreholes of 10 nos. for proposed back-up area, proposed road-rail connectivity with sufficient depth to collect subsurface soil; the numbers and arrangement of boreholes shall be approved by The Engineer
- (ii) classification and testing of collected soil and rock samples,
- (iii) Land test pits in areas for roads, utilities, etc.
- (iv) Marine sampling of surficial sediment via grab samplers, vibrocore, or alike, for geotechnical and sediment transport analysis.

7.3.9 The marine geophysical survey shall include

- (i) Multi-channel Ultra High-Resolution seismic profiling (UHR) for marine areas;
- (ii) MASW survey for land areas

7.4 Coastal and River modelling studies

7.4.1 Offshore met ocean study shall be undertaken to characterise winds, waves, tides and river flow conditions a location of relevance for the project site. Hindcast datasets with a minimum of 30 consecutive years of data shall be obtained from reputable data sources. Climate and extreme conditions shall be estimated for all relevant directional sectors.

7.4.2 Offshore to nearshore wave propagation numerical modelling study shall be undertaken using SWAN or similar software packages. Nearshore climates and nearshore extreme conditions shall be provided at several locations in the vicinity of the container terminal.

7.4.3 A hydrodynamic modelling study shall be conducted with the DELFT, TELEMAC or DHI-MIKE21-HD software packages to characterise water levels and current fields in the vicinity of the proposed container terminal. In addition to astronomical tides, the effects of winds and river/creek flows shall be included as part of the hydrodynamic modelling study. As a minimum, two representative monsoon seasons shall be considered in this study.

- 7.4.4 Sediment transport / morphodynamic modelling study shall be undertaken using DELFT, TELEMAC or DHI-MIKE21 software packages to compare existing and post-development scenarios and assess potential coastal erosion / accretion trends, maintenance dredging needs, and riverbank areas that may need coastal protection.

7.5 Navigation, Mooring and Berthing Studies

- 7.5.1 A conceptual design of navigational infrastructure for the entrance channel and turning circle to the proposed container terminal shall be undertaken based on guidance provided in PIANC, ROM or other internationally recognized standards. Factors such as the environmental conditions, type of seabed material, seabed slope and direction of slope, available water depth, vessel's characteristics, etc. shall be considered.
- 7.5.2 A desktop navigational study shall be undertaken adopting two-dimensional real-time navigation software to assess the performance of the conceptual layout defined in Clause 2.6.1. Updates to the conceptual layout may be required based on preliminary model results. The recommended changes to the layout shall also be modelled.
- 7.5.3 A berthing study based on the latest PIANC and BS / IS guidelines and recommendations shall be undertaken. Based on the outcomes of the berthing energy calculation, a recommended fender type shall be determined. Rated energy and reaction values shall, using the fender manufacturer's factors, take account of berthing and flare angles, berthing velocity and maximum/minimum ambient temperatures.
- 7.5.4 Dynamic Mooring Analysis (DMA) shall be undertaken based on the environmental conditions identified during the coastal/river modelling studies. Waves due to passing ships shall also be considered, as well as potential increased current velocities due to the presence of the large displacement vessels at the berths. As part of the DMA, the following shall be determined:
- (i) A suitable mooring arrangement shall be recommended for each of the design vessels that will berth at the container terminal.
 - (ii) Establish normal and extreme operating conditions for each design vessel.
 - (iii) Define the environmental limits at which the vessel motions are exceeded and/or line loads of the design vessels exceed their MBL.
- 7.5.5 Based on the environmental conditions identified during the coastal/river modelling studies and DMA study, a downtime assessment shall be carried out to determine the probability of non-utilization of the container terminal.

7.6 Port Detail Design and Engineering

- 7.6.1 Design Criteria Firmed up Traffic Estimate with Phases, Design vessels. Benchmarking & capacity calculations of berths which are inputs for planning the layout, design of structures and fixing depth for dredging works.
- 7.6.2 Port layout Planning the configuration of the Port layout, positioning and alignment of components like berth structures, operational areas, Harbour basin & manoeuvring (turning) circles, approach channel, road & rail connectivity etc. The proposed Port Layout shall be checked to ensure safe manoeuvring of ships, Sediment transportation studies etc. Optimum facility layout shall be selected considering alternative layouts if applicable and agreed with the Ports Authority.
- Berth structures: Planning & Design of berth structures including piles and super structure, reinforcement details, founding levels and preparation of connected drawings (longitudinal and cross sections), scour protection.
 - Design of riverbank protection along the proposed container terminal.
 - To analyse & establish the dredging level alongside the Project & its approach. To suggest the alignment for navigation channel.
 - To analyse & establish the type of foundation & its founding level for the Project.

- To analyse & establish the handling equipment and the rated capacity
 - To analyse & establish the quantity & type of berthing aids. To analyse & establish the finished level of Berthing facilities & land development.
 - To assess the requirement of Offshore & Onshore land requirement in line with the capacity of the Project.
 - To analyse & workout the requirement of sweet water and suggest mode for economic availability of same. Also, to evaluate & establish the nearest suitable source of water & electricity & quarry materials. To analyse and workout the route for supply of water and electricity.
- 7.6.3 Navigational Channel and Dredging Fixation of keel clearances for design vessels, depths of dredging in berth areas, Port basin & manoeuvring areas and approach channel, computation of dredging quantities with supporting calculations, dredging methods, details of reclamation /dumping grounds by matching the dredge quantity with reclamation quantity for economic optimization etc.
- 7.6.4 Port Crafts and Tugs: The consultant shall assess the requirement of Port crafts and Tugs required for the proposed facilities to perform the various marine related activities
- 7.6.5 Operational areas/ Stack yards / Storages Layout of Operational areas, Stack yards, ground slots and stacker arrangement for containers and other Multipurpose cargoes including storages cargos, design of terminal pavements, and foundation for equipment's and buildings, receipt and delivery areas.
- 7.6.6 Utilities and Utilities Corridor: Basic calculations and drawings, including general arrangements and typical cross sections of all internal road and intermodal yard, water supply (including quantity and source), electrical power supply (including quantity and source), sewerage, rainwater drainage system, lighting, firefighting and communications. A separate corridor for these may also be planned to take into consideration future developments.
- 7.6.7 Details of Drainage Management Plan: Details of existing/ proposed sewer master plan, drainage outlets, sea outfalls etc. And proposal for divert /extend of existing drainage outlet
- 7.6.8 Solid waste: description of planned solid waste collection and disposal system
- 7.6.9 Water supply: description and assessment of the need for water supply systems
- 7.6.10 waste water treatment: description of planned wastewater collection and disposal systems,
- 7.6.11 undertaking from relevant authorities: observation from relevant agencies on availability / supply of electricity, water and sewerage network.
- 7.6.12 Modular Port Complex / Buildings. Basic design and drawings of the Port buildings, including Parking areas, and architectural views of main buildings.
- 7.6.13 Cargo Handling Equipment's Planning & design of container & Multipurpose handling equipment's, Container yard, provision for handling Ro-Ro vessels, Project cargo and Intermodal yard handling equipment's, etc including broad specifications but not limited to Fully automated container handling systems, including drones and robotics for loading and unloading, are expected to become standard, reducing labor costs and improving turnaround times at ports.
- 7.6.14 Planning of Road and Rail Connectivity; Modal Split of cargo through rail / road mode, No. of Railway sidings and No. Of road lanes. To analyse & establish the shortest and economical road & rail connectivity of project facility with existing nearby main road & railway route.

- 7.6.15 Based on the above analysis & studies, work out and establish the most ideal, Technically, economically and environmentally suitable alignment of the proposed Berthing facilities & allied facilities.
- 7.6.16 **Hinterland Connectivity:** The focus here is on assessing the current road and rail infrastructure serving the port and identifying any existing bottlenecks. A plan should be developed to improve hinterland connectivity, including potential upgrades to rail and road networks. Additionally, the feasibility of establishing inland container depots (ICDs) should be analyzed to extend the port's reach.
- 7.6.17 **Cargo Handling and Storage:** This involves determining the optimal mix of cargo handling equipment to ensure efficient operations. It also includes planning for adequate storage facilities, both covered and open, and considering the need for specialized storage solutions for hazardous or temperature-sensitive cargo.
- 7.6.18 **Traffic Flow Management:** A traffic management plan should be developed to optimize the movement of trucks and trains within the port area. Implementing a truck appointment system can help reduce congestion and improve turnaround times. The use of technology to track cargo movement and provide real-time information to stakeholders is also recommended.
- 7.6.19 **Sustainability:** This involves assessing the environmental impact of port operations, including emissions and noise pollution. A sustainability plan should be developed to minimize the port 's carbon footprint, considering the use of renewable energy sources and electric vehicles within the port area.
- 7.6.20 Smart Port and Advance IT Systems but not limited to
- i. Fully Automated handling/ Robotics handling, Drones
 - ii. Advance AI systems to optimize cargo flow, predict demand surges, and allocate resources efficiently. Real-time data analytics will allow for quicker decision-making.
 - iii. AI / IoT to monitor equipment and infrastructure, predicting when repairs or maintenance are needed to avoid downtime.
 - iv. Blockchain and Digital Twins : to enhance transparency and security in tracking shipments, customs clearance, and contract execution real-time simulations, predictive modeling, and better resource management.
 - v. Green Technology and Sustainability : ports will likely to adopt renewable energy sources (e.g solar, wind, Green hydrogen) for operations, electrify vehicles, and use hybrid systems to reduce carbon footprints.
 - vi. 5G and IoT Connectivity Internet of Things (IoT) devices will be enabling real-time monitoring of cargo conditions (e.g., temperature, humidity) and equipment 5G will enable faster data transfer and create smart port ecosystems where every component of the logistics chain is interconnected and optimized.
 - vii. Cyber security and data protection.

7.7 Environmental and Social Impact Assessment

- 7.7.1 The Employer has already appointed Environmental Advisor to prepare EIA/EMP Study, CRZ Mapping and all connected documents and reports required for Environmental /CRZ Clearances and assist the Port in obtaining Environmental Clearance going through steps /procedures prescribed by MoEF&CC. The assistance and coordination if required in the process of obtaining Environmental/CRZ Clearances or approvals from various regulatory bodies at State level and National level shall be provided by the consultant.
- 7.7.2 Social Impact Assessment: The Consultant shall undertake social impact assessment due to the improvements such as Port Layout, Road and Rail connectivity and other related facilities proposed on the Project.
- 7.7.3 **The feasibility cum detailed project report shall also include the followings but not limited to:**

- i. Executive Summary: A summary covering all aspects of Techno Economical Feasibility Report.
- ii. Introduction
- iii. Past performance of the Port
- iv. Estimation of capacity of project facility including Traffic Projection with detailed evaluation and rationalized analysis.
- v. Project description in detail.
- vi. Project implementation: Analysis and workout in details various activities for implementation of the project and activity-wise time to ascertain the entire realistic time for implementation of the project as whole. This also include the CPM chart.
- vii. Requirement of staff for implementation of the scheme: To analysis & workout category-wise / designation-wise the requirement of staff for implementation of the project including evaluation of amount.
- viii. To analysis & work out direct and indirect employment may be generated with implementation of the Project facility.
- ix. Tariff and Pricing Strategy:- A detailed examination of the existing tariff structure, benchmarking against competitor ports, and recommendations for optimal pricing strategies to maximize returns without compromising competitiveness. This will include elasticity analysis to assess how changes in pricing could impact demand.
- x. Operation & Maintenance (O&M) cost: The O & M cost shall include but not limited to cost towards:
 - a. Water, Power & Fuel requirement
 - b. Maintenance Dredging requirement
 - c. Maintenance & Civil structure
 - d. Operation & Maintenance of Mechanical equipment.
 - e. Operation & Maintenance of Electrical Equipment's
 - f. Administrative & Management cost.
 - g. Operation & Maintenance of Tugs & Launches for Pilotage & berthing of Vessels.
 - h. Operation & Cost for any other facilities required for implementation of the Project facility
 - i. Capital Cost in form- "Quantity (volume of the required resource or item (e.g., number of units, tons, square meters), Prevailing Market rates, Unit, Amount & Remarks.

If requires, the Rate analysis for the Rate considered for particular item(s) should also be submitted by the Advisor. The content of capital cost shall include but not limited to

- a. Cost of Berthing structure & mooring aids with approach trestle.
- b. Cost of Road & Rail connectivity
- c. Cost of Breakwater
- d. Cost of conveyor system
- e. Cost of Dredging
- f. Cost of development of land development, Backup area/ storage area including ground treatment, if required.
- g. Cost of cover storage with fencing

- h. Cost of handling equipments
- i. Cost of Marine equipments and ancillary facilities
- j. Cost of electrification include illumination, transmission lines etc
- k. Cost of Water supply & firefighting system
- l. Cost of Environment measures
- m. Cost of Studies & Investigation.
- n. Cost of any other facilities required for implementation of the Project facility
- xi. Viability Analysis - This shall include but not limited to Financial and Economic Benefits, Project IRR, Equity IRR, DSCR, Net Present Value, analysis of cash flow, phasing of expenditure, payback periods. The Financial and Economic Viability Analysis, will incorporate a detailed Financial Model, which includes capex/ capex schedule, revenue assumptions & projections which includes tariff/reference tariff, opex assumptions & projections, P & L, Tax, Depreciation, Repayment schedule, viability gap, WACC, Capacity Calculation, Area Assessment, sensitivity analysis (such as capex, throughput, tariffs, and operational costs) affect revenue and returns. and scenario planning to assess various outcomes with Assessment of potential financial Risk and its impact and proposed mitigation strategies
- xii. Revenue/ Return from the project.
 - a. Detailed revenue assessment and projections from various sources such as cargo handling, storage, transshipment, port-related services, and terminal operations etc. The analysis will assess tariff structures and potential ancillary revenues.
 - b. Evaluation of royalty payments / profit sharing arrangements to be consider which calculate the return from project.
- xiii. To establish & detailed out rationalised & detailed justification towards setting up the Project.
- xiv. Identify the studies / Investigations required to be carried out for further course of action
- xv. Identify the statutory approvals/ clearances, if any required for setting up the facility.
- xvi. To analyse and establish all requisite allied facilities required for operation of the Project which includes but not limited to Container Freight Station, Godowns, warehouses, etc.
- xvii. Evaluate and prepare project structuring, implementation scheduling and selection of suitable PPP framework including short term and long-term measures.

Note: It is envisaged that the project may be developed by the Port on PPP mode. Hence, the operation & maintenance cost (OPEX) and capital cost (CAPEX) of the project should be in consonance with the guidelines issued by Tariff Authority of Major Ports (TAMP)/Competent Authority from time to time for PPP Projects.

7.8 After establishing the layout of Berthing Facility, make a presentation in presence of Port Officials for discussions.

7.9 After preparation of draft Techno-Economic feasibility report make a presentation in presence of Port Officials for discussions.

7.10 Based on the suggestions/comments/observations of the Port on Draft Report to frame final Techno-Economic feasibility report.

8.0 General Terms & Conditions are as under:

- i. To interact with officials of various departments of Port like Engineering Department, Marine Department, Mechanical Engineering Department, Traffic Department, Finance Department etc. and take note of their requirements and incorporate the same in the proposals.
- ii. The Contract period / time limit for entire Job completion will be for a period of 12 months from the date of commencement of Work or till completion.
- iii. The Lodging and Boarding arrangement for the Entire staff / Key personnel of the Consultant, for the entire Contract period, shall be the responsibility of the Consultant at his own risk and cost.
- iv. The Consultant shall work by complying with all laws, rules, regulations guidelines that govern the contract.
- v. The Advisor should provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced key personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract.
- vi. DPA may close the assignment at any stage for which further no payment will be made.
- vii. No escalation in cost of work shall be given till the completion of work.
- viii. Bidder should have full knowledge of site of work and may visit the site before filling the tender.
- ix. The income tax & TDS shall be charges as per the prescribed role of IT Department.
- x. All the costs are exclusive of GST.
- xi. The payment shall be made through RTGS/NEFT.
- xii. Feasibility studies and Detailed Project Report (DPR) of the subject work should be vetted by CW&PRS-Pune & the payment for the same is born by the consultant.
- xiii. Necessary survey like land/marine/drone/aerial etc. shall be carried out without any extra cost.
- xiv. To carry out necessary aforesaid mentioned survey (land, Marine, Drone etc.), consultant has to made arrangement & no any extra payment shall be borne by DPA.

9.0 Deliverables

The overall schedule for the completion of the scope of work is 12 Months or till completion of project.

Sr.No	Deliverable Items	Timelines for Deliverables
1.0	Task-I : Submission of Inception Report: Site inspection & Interaction of Port Officials, collection of available data and Submission of Inception Report showing preliminary report with approach & Methodology.	Within 1 month after date of commencement of Work
2.0	Task-II : Submission Report of Topographic Survey, Geotechnical Investigations including collection of Soil and all Field study data, including model studies etc.	Within 6 months after date of commencement of Work
3.0	Task-III : Submission of Report on Planning and Detailed Design/Engineering of Port Layout including Dredging parameters, Berths (Cargo Terminals), Marine Structures on the basis of firmed up Traffic forecast and social impact assessment.	Within 9 months after date of commencement of Work
4.0	Task-IV : Submission of Draft Final Feasibility cum-DPR covering all the aspects as per TOR/Scope of Work, Executive along with Draft PIB Memo, Draft PPPAC Memo etc.	Within 2 months after approval of Task-III Submission
5.0	Task-V : Submission of Final Report updated based on feedback on draft report from the Authority.	Within 1 month after approval of Task-IV Submission
	TOTAL	12 months or till completion of project.

10.0 Remuneration: -

- 10.1 The lump sum charges quoted by the Technical Advisor in the Price Bid shall be inclusive of all the expenses towards payment of fees for providing the technical advisory services for the work of **Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New**

Container and Multipurpose Terminals at Kandla, use of various instruments gadgets, equipment's, computers, arriving/work out data of required by Technical Advisor, Engaging various professionals to carry out studies, tests, investigations and preparation of designs / drawings, site visit etc. without any substantial variation in the scope and is subject to involvement of the Technical Advisor in the work till completion of the assignment.

The L.S charges quoted shall be inclusive of expenses for conveyance & subsistence incurred by the Technical Advisor or his authorized representative, associated experts and technicians, during visit outside their headquarters mainly for Gandhidham/Kandla/MoPS&W.

10.2 The schedule for payment quoted by Technical Advisor shall be as under: -

Sr. No.	Description	Percentage of lump sum amount quoted for the respective stages of the scope of work.
1.0	Task-I : Submission of Inception Report: Site inspection & Interaction of Port Officials, collection of available data and Submission of Inception Report showing preliminary report with approach & Methodology	5% of the quoted amount
2.0	Task-II : Submission Report of Topographic Survey, Geotechnical Investigations including collection of Soil and all Field study data, including model studies etc.	25% of the quoted amount
3.0	Task-III : Submission of Report on Planning and Detailed Design/Engineering of Port Layout including Dredging parameters, Berths (Cargo Terminals), Marine Structures on the basis of firmed up Traffic forecast and social impact assessment.	20% of the quoted amount
4.0	Task-IV : Submission of Draft Final Feasibility cum-DPR covering all the aspects as per TOR/Scope of Work, Executive along with Draft PIB Memo, Draft PPPAC Memo etc.	30% of the quoted amount
5.0	Task-V : Submission of Final Report updated based on feedback on draft report from the Authority.	20% of the quoted amount

11. TAXES & DUTIES:

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.

12. 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. The contractor should have valid GST registration No., to become eligible for participating in the bid. The TDS on GST as per the applicability will be deducted.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail in put 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.

13. CARE AND DILIGENCE:

The Advisor 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.

14. SUSPENSION:

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant here under 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.

15. TERMINATION OF SERVICES:

15.1 This Contract may be terminated by either Party as per provisions set up below:

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (f) 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 (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e) ; and at least five (5) calendar days' written notice in case of the event referred to in (f) :

- (a) If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause 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, 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.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to confirm engagement/availability of Key Experts as required in Clause no. 1.4.1. of **Annexure-C**.

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

15.1.2 The Balance work will be carried out by the Deendayal Port at the risk and cost of the Advisor. 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 Advisor.

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

- a. If the Client 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 Client fails to comply with any final decision reached as a result of arbitration.
- d. If the Client 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 Client of the Consultant's notice specifying such breach.

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

LD at the rate of 0.5% per week up to a maximum of 10% (of total contract value) for delays attributable to the activity / lack of activity of the Consultant. DPA reserves the right to forfeit the Performance Security to recover the penalty in case the delay exceeds four months. However, if the completion of services is delayed due to reasons beyond the control of the Consultant, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. Such extension shall be granted at no extra cost to DPA. The Consultant shall also suitably extend the validity of the Performance Security.

For Example:

Sr. No	Deliverable Items	Timelines for Deliverables	Penalty (if delay)
1.0	Task-I : Submission of Inception Report: Site inspection & Interaction of Port Officials, collection of available data and Submission of Inception Report showing preliminary report with approach & Methodology.	Within 1 month after date of commencement of Work	0.5% per week of schedule of payment for task-I as per clause no. 10.2
2.0	Task-II : Submission Report of Topographic Survey, Geotechnical Investigations including collection of Soil and all Field study data, including model studies etc.	Within 6 months after date of commencement of Work	0.5% per week of schedule of payment for task-II as per clause no. 10.2
3.0	Task-III : Submission of Report on Planning and Detailed Design/Engineering of Port Layout including Dredging parameters, Berths (Cargo Terminals), Marine Structures on the basis of firmed up Traffic forecast and social impact assessment.	Within 9 months after date of commencement of Work	0.5% per week of schedule of payment for task-III as per clause no. 10.2
4.0	Task-IV : Submission of Draft Final Feasibility cum-DPR covering all the aspects as per TOR/Scope of Work, Executive along with Draft PIB Memo, Draft PPPAC Memo etc.	Within 2 months after approval of Task-III Submission	0.5% per week of schedule of payment for task-IV as per clause no. 10.2
5.0	Task-V : Submission of Final Report updated based on feedback on draft report from the Authority.	Within 1 month after approval of Task-IV Submission	0.5% per week of schedule of payment for task-V as per clause no. 10.2

17. ARBITRATION:

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, 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 there of as

described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not there after shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re- enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

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.

19. Confidentially

The consultant and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Board's business/ Master or operations without the prior written consent of the Board.

20. Reporting Obligations

The consultant shall submit to the DPA the reports and documents as specified in the Scope of Services/work (clause no.7).

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.

22. Performance Guarantee (PG)

The PG shall be valid until the successful completion of contract period. No claim shall be made after the issue of completion certificate and the PG shall be returned to the Consultant as per Clause No. 6

23. POST TENDER MODIFICATION: -

The tenderers are not expected to make any post tender modification. Hence, the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.

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.

24. ALTERNATIVE PROPOSALS BY BIDDERS.

Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

25. Integrity Pact

- i. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
- ii. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.
- iii. In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only otherwise the bid will not be considered for further evaluation.

25.1 The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per Appendix enclosed). Shri. Amiya Kumar Mohapatra, IFoS

(Retd.) and Dr. Gopal Dhawan, Ex- CMD, MECL has been nominated as Independent External Monitor for Integrity Pact whose address is as under:

(i) Shri Amiya Kumar Mohapatra, IFoS (Retd.)

Qrs. No. 5/9, Unit-9, Bhoi Nagar,

Bhubaneswar – 751 022

Mobile no. 9437002530

Email: amiyaifs@gmail.com

(ii) Dr. Gopal Dhawan, Ex- CMD, MECL,

House no. 120, Jal Shakti Vihar (NHPC Society) P4,

Builders Area, Greater Noida Gautam Budh Nagar,

Uttar Pradesh – 201 315

Mobile no. 8007771467

Email: gdhawangeologist@gmail.com

- 26.** The consultant need to appoint at least one (1) technical personnel/ technical consultant as and when required by the Authority, who will be responsible for coordinating with various departments of DPA during the entire process till completion of project.

SECTION III

ANNEXURES

To be submitted by Bidders with their Bids:

Annexure	Description of Form
A	PRICE BID
B	FORM OF AGREEMENT
C	BID SUMMARY SHEET
D	SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT
E	PARTICULARS OF PROPOSED KEY PERSONNEL:
F	CURRICULUMVITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT
G	POWER OF ATTORNEY
H	SELF EVALUATION SHEET AS PER EVALUATION CRITERIA
I	INTEGRITY PACT
J	FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
K	LETTER OF ACCEPTANCE
L	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)
M	PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT
N	PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/CONSORTIUM
O	DRAWING

FORMS OF SECURITIES AND OTHER FORMATS: Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer

PRICE BID

Name of Work: Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla

Description or Item	Unit	Amount (in Rs.)	
		In figure	In words
Lump-sum charges for Consultancy services for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla as specified in tender (The rate quoted shall include expenses of stationary, postage and payment of fees to professionals, experts etc.) including of conveyance & subsistence incurred by the Advisor or his authorized representative during visit of Kandla/MoPS&W. The rate quoted shall be exclusive of GST.	Lump sum		
Total excluding GST			
Total including GST			

The prevailing GST rate* for the work is.....

Note-

- 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.
- The proportionate payment for the lump sum fee to be quoted by the bidder will be made only in Indian rupees.
- *The Bidder shall also quote prevailing GST rate as per clause No 12.

**Signature of Technical Advisor
with seal**

Place:_____

Date:_____

**EXECUTIVE ENGINEER (C-I)
DEENDAYAL PORT AUTHORITY**

ANNEXURE-B

Form of Agreement

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority, a body corporate under Major Port Authority's Act, 2021, having its Administrative Office Building at Gandhidham (Kachchh) (herein after 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) (herein after 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 fulfillment of all the conditions of the contract.

Rs. _____ Paid in the form of Digital mode of payment/FDR/Bank Guarantee 5% of contract value as performance security.

NOW THIS AGREEMENT WITNESSET HAS FOLLOWS: -

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract here in after 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 clause no.7
 - iv. The schedule of items of work with quantities and rate.
3. The Consultant here by 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 here by 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 where of the parties here unto 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)

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

ANNEXURE-C

BID SUMMARY SHEET

BID SUMMARY SHEET

1.1	Name of the Assignment: Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla																																																															
1.2	Preliminary Bid Proposal (Envelope 1) including Tender Fee, EMD/MSEs certificate along with Bid security Declaration, integrity pact are to be submitted in sealed Envelope as mentioned under clause no.3.2.																																																															
1.3	<u>Quality and Cost Based Selection</u> <ul style="list-style-type: none">➤ Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation.➤ Total Marks = (Technical Score) * 80% +(Financial Score) * 20%➤ The bidder scoring highest Total marks shall be awarded the assignment as per evaluation methodology detailed out in the tender document.➤ The selection shall be based on Quality Cost Based Selection (QCBS) i.e., evaluated on 80:20 basis.➤ 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.																																																															
1.4	1.4.1 Technical Evaluation: <table><tr><th>Sr. No.</th><th>Description</th><th>Marks</th><th>Awarded marks</th></tr><tr><td>A</td><td>Consultancy firm's Specific</td><td>20 Marks</td><td></td></tr><tr><td></td><td>The bidder should have international/national experience in providing consultancy services in respect of preparation of Detailed Project Report in port sector such eligible consultancy assignment has been successfully completed in last 7 years (ending last day of month previous to the one in which tenders are invited). "Port sector" means it would be deemed to include composite works involving on shore/ off shore/Estuarine/Waterway/Marine infrastructure having Terminals/Berth/Jetties/Quays/approach trestle/ Wharf/ Harbours and Handling & Storage system /Bulk / Container /liquid Material Handling & Storage System.</td><td></td><td></td></tr><tr><td></td><td>4 Projects of More than Rs.3000 Crore up to Rs.5,000 Cr = 5 Marks for each project</td><td></td><td></td></tr><tr><td></td><td>2 Projects of More than Rs.5000 Crore = 10 Marks for each project</td><td></td><td></td></tr><tr><td>B</td><td>Financial Strength of the firm</td><td>10 Marks</td><td></td></tr><tr><td></td><td>Average Annual Financial Turnover during last three years, ending 31th March of the previous financial year having more than Rs.4.00 Crore up to 10 crore = 2 Marks</td><td></td><td></td></tr><tr><td></td><td>More than Rs.10 Crore up to 50 Cr = 5 Marks</td><td></td><td></td></tr><tr><td></td><td>More than Rs.50 Crore up to 100 Cr = 7 Marks</td><td></td><td></td></tr><tr><td></td><td>More than Rs.100 Crore = 10 Marks</td><td></td><td></td></tr><tr><td>C</td><td>Presentation</td><td>40 Marks</td><td></td></tr><tr><td></td><td>Presentation shall include Understanding of Project, Proposed Approach for the project, & firm's experience etc.</td><td>40 Marks</td><td></td></tr><tr><td>D</td><td>Qualifications and Experience of Key Personnel</td><td>30 Marks</td><td></td></tr><tr><td>1</td><td>Team Leader Cum Project Coordinator</td><td>10 Marks</td><td></td></tr><tr><td>(i)</td><td>Minimum</td><td>5</td><td>5 Marks – Minimum</td></tr></table>				Sr. No.	Description	Marks	Awarded marks	A	Consultancy firm's Specific	20 Marks			The bidder should have international/national experience in providing consultancy services in respect of preparation of Detailed Project Report in port sector such eligible consultancy assignment has been successfully completed in last 7 years (ending last day of month previous to the one in which tenders are invited). "Port sector" means it would be deemed to include composite works involving on shore/ off shore/Estuarine/Waterway/Marine infrastructure having Terminals/Berth/Jetties/Quays/approach trestle/ Wharf/ Harbours and Handling & Storage system /Bulk / Container /liquid Material Handling & Storage System.				4 Projects of More than Rs.3000 Crore up to Rs.5,000 Cr = 5 Marks for each project				2 Projects of More than Rs.5000 Crore = 10 Marks for each project			B	Financial Strength of the firm	10 Marks			Average Annual Financial Turnover during last three years, ending 31 th March of the previous financial year having more than Rs.4.00 Crore up to 10 crore = 2 Marks				More than Rs.10 Crore up to 50 Cr = 5 Marks				More than Rs.50 Crore up to 100 Cr = 7 Marks				More than Rs.100 Crore = 10 Marks			C	Presentation	40 Marks			Presentation shall include Understanding of Project, Proposed Approach for the project, & firm's experience etc.	40 Marks		D	Qualifications and Experience of Key Personnel	30 Marks		1	Team Leader Cum Project Coordinator	10 Marks		(i)	Minimum	5	5 Marks – Minimum
Sr. No.	Description	Marks	Awarded marks																																																													
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D	Qualifications and Experience of Key Personnel	30 Marks																																																														
1	Team Leader Cum Project Coordinator	10 Marks																																																														
(i)	Minimum	5	5 Marks – Minimum																																																													

	Educational Qualification :	Marks	qualification Post Graduate in any branch of Civil Engineering		
(ii)	Minimum years of professional experience :	5 Marks	<p>3 - Marks for Minimum 10 years' Experience in Ports & Harbour Engineering, Port Management and exposure to preparation of development of Port TEFR /DPR projects Breakwaters, dredging, reclamation, involving cargo terminals, connectivity and Structuring of Port projects etc. In case of JV, the Team Leader shall be a full time employee of the member who is submitting the similar work against above Sr. 1.4.1. (A) in technical evaluation.</p> <p>1 - Marks each for every year of completed experience beyond minimum experience requirement (max 2 marks)</p>		
2	Technical Expert			8 Marks	
(i)	Minimum Educational Qualification :	4 Marks	4 Marks - Minimum qualification Post Graduate in any branch of Civil Engineering		
(ii)	Minimum years of professional experience :	4 Marks	<p>2 Marks - Minimum 8 years' experience in Planning and Designing of Port Layouts & Marine Structures, Dredging, Cargo Terminals, Estimating, Scheduling of works and Port operations and experience in preparation of detailed engineering of marine structures like breakwaters, berths.</p> <p>1 - Marks each for every year of completed experience beyond minimum experience requirement (max 2 marks)</p>		
3	Specialized for Mechanization of Berths			7 Marks	
(i)	Minimum Educational Qualification :	4 Marks	4 Marks - Minimum qualification Post Graduate in any branch of Mechanical Engineering .		
(ii)	Minimum years of professional experience :	3 Marks	<p>1 Marks - Minimum experience of 8 years' in field of Mechanization/ upgradation of Port equipments</p> <p>1 - Marks each for every year of completed experience beyond minimum experience requirement (max 2 marks)</p>		
4	Traffic Expert			3 Marks	
(i)	Minimum Educational	2 Marks	2 Marks - Minimum Graduation in Engg., or		

	Qualification :		Mathematics or Economics) or MBA (Finance/ logistics)		
(ii)	Minimum years of professional experience :	1 Marks	1 Marks - Minimum experience of 7 years in traffic surveys and studies, traffic forecast of different cargoes for planning of port facility, vessel trend analysis for cargo transportation, computation of no. of vessel movements etc. on port projects or any of the projects in the transport sector like airports, road & railways etc.		
5	Financial Specialist cum PPP Expert			2 Marks	
(i)	Minimum Educational Qualification :	1 Marks	1 Marks - Minimum qualification in MBA (Finance)/ CA/ICWA		
(ii)	Minimum years of professional experience :	1 Marks	1 Marks - Minimum experience of 5 years as financial expert in the field of Financial Management for Port planning/ Development/ modernization projects etc.		
	Note: -Above Key personnel's will not considered for evaluation, if not fulfilling both Minimum Educational Qualification or Minimum years of professional experience criteria.				
	Total Marks	100	Awarded Marks		
1.4.2. Financial Evaluation:					
<p>The lowest evaluated/ quoted 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: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest Total Price quoted, and "F" is the Total Price quoted in the proposal under consideration.</p> <ul style="list-style-type: none"> The weights given to the Technical (T) and Financial (P) <p>Proposals are: T=80%, and P=20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) 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: $S = St \times T\% + Sf \times P\%$.</p>					
1.5	During the evaluation, similar work experience as specified above will submitted by only one member (in case of JV). Merging of credential will not be considered.				
1.6	The Financial Turnover document must be certified by a Chartered Accountant CA's stamp, signature and UDIN/membership number. Additionally, all necessary documents for the verification of turnover must be provided. In case of foreign bidders shall submit their financial turnover duly certified by the Indian Chartered Accountant.				
1.7	<p>The values of the above similar work criteria, if mentioned in other than INR (i.e. USD or Euro) will be evaluated as per clause no. 3.15 of section-2.</p> <p>In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS)/equivalent supporting certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p>				
1.8	The bidder shall be asked to make a presentation to the Employer during evaluation of technical submissions "as and when" on request of the Employer. The bidder in his presentation shall prove Understanding of Project, proposed approach for the project with timeline, firm's experience and shall explain the capability of the proposed engaged manpower along with their qualification and experience taking into consideration the various parameters specified in the tender so as to facilitate bidder for the assessment of technical scoring.				

1.9	Period of the Assignment: The duration of the work shall be 12 months.
1.10	If key personnel are not available for work under this contract for a continuous period exceeding ten (10) calendar days, the Consultant shall immediately notify DPA, and shall, subject to the concurrence of the DPA, replace such personnel with personnel of equal ability and qualifications as per the tender.
1.11	Bidder will enter into the Consultancy Agreement within 21 days from the date of issuance of Letter of Award (LOA). the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at (Annexure-B) . The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Consultant
	<p>Note:</p> <ul style="list-style-type: none"> i. The Bidders shall submit the self-evaluation sheet (Annexure-H) as per above criteria. The Bidders' self- evaluation sheet is only for reference purpose and will not be part of evaluation of the Bidders. ii. Period of experience shall be considered only after acquiring minimum qualification prescribed.

ANNEXURE-D

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

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

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

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

(Name of the contractor/s)
from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide _____'s letter No _____

(Name of the Department)
Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name _____ of the Bank and Address _____)

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

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

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

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

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

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

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

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

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

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

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

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

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - (b) This Bank Guarantee shall be valid 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)."

Date _____ day of _____ 20

For (Name of Bank) (Name)

Signature

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

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

DECLARATION BY THE PARTY: -

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

Signature of the
Party with the seal

ANNEXURE-E

PARTICULARS OF PROPOSED KEY PERSONNEL:

Sr. No.	Key Personnel– Current Position and Proposed Position	Name	Education Qualification	Professional Experience	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From – To)	
1.	Team Leader Cum Project Coordinator						
2.	Technical Expert						
3.	Specialized for Mechanization of Berths						
4.	Traffic Expert						
5.	Financial Specialist cum PPP Expert						

Note: Provide CV of each key personnel as proposed above in **Annexure E**. In case, the CV as per **Annexure E** is not provided, the respective Key Personnel shall not be considered for evaluation.

Date:.....

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

CURRICULUMVITAE (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[Year]:To[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 Under taken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____ 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 willful 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. Photo copies will not be considered for evaluation.

It is allowed to use Scanned Signatures of Personnel and counter signed by the authorized Signatory in original. The originally signed CV shall be produced during negotiations, if successful.

POWER OF ATTORNEY*(On a Stamp Paper of relevant value)*

Know all men by these presents, we, (name of Consultant and address of the Registered office) do here by 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 (here in after referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deed sand things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the work of **Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla** 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 work of Appointment of consultant for preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla

And on our behalf to execute and do all instruments, acts, deeds, matter sand 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 here by conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 2025

For.....

(Signature, name, designation, and address)

Witness:

1

2

Notarized Accepted

.....

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

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 favor of the person executing this Power of Attorney for the delegation of power here under 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 Apostille certificate.

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

ANNEXURE-H

SELF EVALUATION SHEET AS PER EVALUATION CRITERIA

Qualifications and Experience of Key Personnel				Total Marks–100
Qualification & Experience of Team Members	Criteria/Sub-criteria	Max. Marks as Per RFP	Score claim of applicant firm	Cross-reference to applicant's proposal And RFP with page no.
Team leader cum project coordinator	Sr. no. 1 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	10		
Technical Expert	Sr. no. 2 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	8		
Specialist for Mechanization of Berths	Sr. no. 3 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	7		
Traffic Expert	Sr. no. 4 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	3		
Financial Specialist cum PPP Expert	Sr. no. 5 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	2		

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. C-I:02/2025. 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 Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word "**Monitor**" would include both singular and plural.

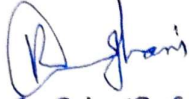
Section 9 - Pact Duration

- 9.1. This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2. If any claim is made / lodged during this time, the same shall be binding and 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.

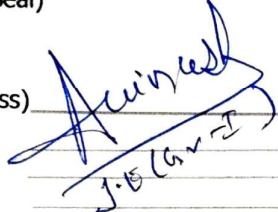


अधिकांसी अधियंता (निर्माण-1)
(For & on behalf of the Principal)
Executive Engineer (C)
Deendayal Port Trust
(Office Seal)

(For & on behalf of the Bidder / Contractor)

(Office Seal)

Witness-1:
(Name & Address)



J. E. (G. I.)

Witness-1:
(Name & Address)

Place : Gandhidham Date : ____/____/20____

Note: The bidder has to execute Integrity Pact Agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed by DPA as independent External Monitors and whose address are as under: -

1. **Shri Amiya Kumar Mohapatra, IFoS (Retd.)**

Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar-751 022
Mobile no. 9437002530
Email: amiyaiifs@gmail.com

2. **Dr. Gopal Dhawan, Ex-CMD, MECL,**

House no. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders area,
Greater Noida Gautam Budh Nagar,
Uttar Pradesh - 201 315
Mobile no. - 8007771467
Email: gdhawangeologist@gmail.com

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

Date: _____

Tender No. C-I:02/2025

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 years 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 employer/purchaser during the period of bid validity (i) fail or refuse 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 and on behalf of (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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 (28) 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**

ANNEXURE-L

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.

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 of2025 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, **“Preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla.”**
(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

**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 2025, 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, **“Preparation of Feasibility cum Detailed Project Report (DPR) for the Development of New Container and Multipurpose Terminals at Kandla.”** 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

ANNEXURE-O

Location: The location on for the development of new berths has been proposed on the west side of the entrance of the Nakthi creek, Kandla as shows below.

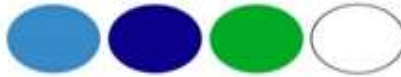


SECTION IV

GUIDELINES ON BANNING OF BUSINESS DEALINGS (Effective from 01/01/2023)



-- DEENDAYAL PORT AUTHORITY --
दीनदयाल पत्तन प्राधिकरण



DEENDAYAL PORT AUTHORITY

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

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1. Introduction

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

2. Scope

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

Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

Note: This list is only illustrative in nature.

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

Area of Banning/ Suspension	Competent Authority	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	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the	--

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

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

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

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

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

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

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

- 5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.
- 5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure:-
- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
 - ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by

Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:

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

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

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

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

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

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

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

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

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

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

7. Banning of Business Dealings.

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

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