

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT



TENDER No. 01/2025-2026

APPOINTMENT OF TRANSACTION ADVISOR FOR PROVIDING LEGAL,
TECHNICAL AND FINANCIAL TRANSACTIONS FOR ALL PROPOSALS OF
DEENDAYAL PORT AUTHORITY ON PPP/CAPTIVE MODE

ISSUED BY:

OFFICE OF EXECUTIVE ENGINEER (DESIGN)

Deendayal Port Authority
Design Division, Engineering Department,
Room no. 204, Annexe, Administrative Office Building,
Post Box No.50
Gandhidham – 370 201.
District –Kutch, State - Gujarat
INDIA

Telephone: (O) 02836- 220038/9998777742

E-mail: designsectionkpt@gmail.com

Website: www.deendayalport.gov.in



DEENDAYAL PORT AUTHORITY CIVIL ENGINEERING DEPARTMENT

TENDER No. 01/2025-2026

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DC-1: TENDER NOTICE

Tender No. 01/2025-2026 ONLINE TENDERING (E- Tendering)

NAME OF WORK	APPOINTMENT OF TRANSACTION ADVISOR FOR PROVIDING LEGAL, TECHNICAL AND FINANCIAL TRANSACTIONS FOR ALL PROPOSALS OF DEENDAYAL PORT AUTHORITY ON PPP/CAPTIVE MODE”
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E-Tenders are invited on-line under TWO BID SYSTEMS (Technical and Financial Bid) by Executive Engineer (Design), DPA from the firms which have relevant experience and meeting the eligibility criteria.

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

Tender Fee (In Rs.)	Estimated cost (In Rs.)	Last Date and Time of online Submission of bid documents
Rs. 5900 (i.e.5000 + 18% G.S.T.)	Rs. 11,03,50,558.00	ON 30/04/2025 UPTO 15:00 HOURS

Detailed Tender Notice along with complete tender documents can be downloaded from the official website of Deendayal Port Authority www.deendayalport.gov.in OR <https://tender.nprocure.com> from **03/04/2025 to 30/04/2025 upto 15:00 HOURS.**

Technical Bid will be opened on **30/04/2025 @ 16:00 Hours.** Date of opening of Price bid shall be notified after scrutiny & evaluation of Technical Bids. For further details and general enquiries, the prospective bidders may contact Executive Engineer (Design), Room no. 204, Annexe, A.O. Building, Gandhidham (Kutch) – 370201. Email id: designsectionkpt@gmail.com (Contact No: 02836-220038/9998777742), during working hours, before the last date and time of submission of tender document. Any modification / Corrigendum, if any, will be placed on website only and shall not be released in Newspapers or any other form.

Executive Engineer (Design)
DEENDAYAL PORT AUTHORITY

DC-2: TENDER ACTIVITY SHEET

APPOINTMENT OF TRANSACTION ADVISOR FOR PROVIDING LEGAL, TECHNICAL AND FINANCIAL TRANSACTIONS FOR ALL PROPOSALS OF DEENDAYAL PORT AUTHORITY ON PPP/CAPTIVE MODE

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	03/04/2025	10:00 Hrs.
2.	Bid Document Download start date	03/04/2025	10:00 Hrs.
3.	Pre-Bid Meeting Date	15/04/2025	15:00 Hrs.
4.	Bid Submission Start Date	03/04/2025	10:00 Hrs.
5.	Bid Submission End Date	30/04/2025	15:00 Hrs.
6.	Tender Opening Date		
	a) Technical Cover	30/04/2025	16:00 Hrs.
	b) Financial Cover	Will be intimated to the Qualified Bidders.	

DC-3: NOTICE INVITING ONLINE TENDER DEENDAYAL PORT AUTHORITY

Details about E-Tender:

Department Name	Civil Engineering Department
Circle/ Division	Design Division, A.O. Building, Annex, Gandhidham (Kutch)-370201.
Tender No.	01/2025-2026
Name of Work	APPOINTMENT OF TRANSACTION ADVISOR FOR PROVIDING LEGAL, TECHNICAL AND FINANCIAL TRANSACTIONS FOR ALL PROPOSALS OF DEENDAYAL PORT AUTHORITY ON PPP/CAPTIVE MODE
Estimated Contract Value(INR)	11,03,50,558.00 (For 60 Months engagement)
Period of Completion (in Months)	60 Months (36 Months + 24 Months if extended)
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Settings	Indian Rupee (INR)
Bid Document Fee/ Tender Fee :	<p>Rs.5900 (Rupees Five Thousand Nine Hundred Only) i.e. Rs.5000 + 900 (TenderFee+18%GST) shall be deposited only through digital mode in the account of Port as mentioned below: Account no :- 10080100022427 IFSC Code :- BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipt of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid.</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 Enterprises indicating the list of activity related to subject tender shall become eligible for exemption from payment of Tender Fee/EMD. Such bidders shall upload in preliminary bid a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form no. 10), failing which the bid shall be disqualified.</p>
Bid Security/ EMD (INR) :	<p>Rs. 11,03,506/- towards EMD is to be submitted to DPA in form of Bank Guarantee (drawn in favour of "Board of Deendayal Port Authority" as per Form no. 3), issued by Nationalized Bank/Schedule Bank (except Cooperative Bank) having its Branch at Gandhidham. The same shall be submitted in electronic form through on line (by Scanning) while uploading the bid.</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 Enterprises indicating</p>

the list of activity related to subject tender shall become eligible for exemption from payment of Tender Fee/EMD. Such bidders shall upload in preliminary bid a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (**Form no. 10**), failing which the bid shall be disqualified.

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

NIC Code	Activities
Division 70	Activities of head offices; management consultancy activities
702	Management Consultant activities
7020	Management Consultant activities
70200	Management Consultant activities
Division 71	Architecture and engineering activities; technical testing and analysis
711	Architecture and engineering activities and related technical consultancy
7110	Architecture and engineering activities and related technical consultancy
71100	Architecture and engineering activities and related technical consultancy
692	Accounting, bookkeeping and auditing activities; tax consultancy
6920	Accounting, bookkeeping and auditing activities; tax consultancy
69201	Accounting, bookkeeping and auditing activities
69202	Tax consultancy
691	Legal Activities
6910	Legal Activities
69100	Legal activities

Bid Document Downloading Start Date	03/04/2025 @ 10.00 hrs.
Bid Document Downloading End Date	30/04/2025 up to 15.00 Hrs.
Last Date & Time for Receipt of Bids online	30/04/2025 @ 15:00 Hrs.
Bid Validity Period	120 Days from the date of opening of technical bid
Condition	<p>Payment towards tender fee shall be submitted through digital mode in the account of Port as mentioned below: Account no: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipts of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid.</p> <p>EMD is to be submitted in the form of Bank Guarantee and to be submitted in electronic form through on line (by scanning)</p>

	<p>while uploading the bid.</p> <p>In case of Micro and Small Enterprises (MSMEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form no. 10), failing which the bid shall be disqualified. Such bidder shall upload the scanned copy of valid certificate in technical bid. (Check Bid Security/EMD for list of activities)</p>
Technical Bid Opening Date	30/04/2025 at 16:00 Hrs.
Pre-Bid Meeting Date	15/04/2025 at 15:00 Hrs.
Financial Bid (Price Bid) Opening Date	Financial Bid opening date will be intimated online to the technically qualified bidders through DPA's website.
Documents required to be submitted by scanning through online	<p>a. Bank Guarantee towards Bid Security/EMD and Receipts of digital payment as proof of payment towards Tender Fee or the copy of valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprise towards the exemption of Bid Security & Tender fee along with bid securing declaration as per Form no. 10 of the tender document. Further, the same shall be uploaded while submission of the bid online.</p> <p>b. Integrity Pact</p> <p>c. Documents in support of fulfilling Qualification criteria</p> <p>d. Resume/CV's of the team to be deployed.</p> <p>e. All other Document as specified in the Tender Document.</p>
Bid Inviting & Opening Authority :	Executive Engineer (Design)
Address:	Design Division, Room no. 204, Annex, A.O. Building, Gandhidham (Kutch)-370201
Contact Details :	Ph: 02836- 220038/9998777742. Email: designsectionkpt@gmail.com
Qualifying Criteria:	<p><u>Quality and Cost Based Selection:</u></p> <p>Total Marks = (Technical Score) * 70% + (Financial Score)* 30%.</p> <p>The Bidder scoring highest Total Marks shall be awarded the assignment as per evaluation methodology detailed out in the tender document.</p> <p>1. Technical Eligibility Criteria:</p> <ul style="list-style-type: none"> • Eligible Similar Assignments undertaken by the Applicant over the past 10 (ten) years ending last day of the month previous to the one in which tender is invited. • Bio data (Resume/CV's) of Key Personnel complete in the prescribed format. <p>2. Financial Eligibility Criteria: Average Annual financial turnover during the last three years, ending 31st March of</p>

the previous financial years, should be at least Rs. 331.05 Lakhs as certified by the Chartered Accountant i.e. FY 2021-2022, 2022-2023 & 2023-2024.

The Financial Turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature and UDIN/membership number. Failure to comply with these requirements, bid will be treated as non-responsive.

3. **Tender Fee & EMD/Bid Security** or exemption certificate along with Bid Securing Declaration to be submitted during **Preliminary Bid Stage**
4. **Integrity Pact:** Integrity Pact Agreement need to be submitted online during **Preliminary bid stage** as per format available in tender document (Section-IX) and as per the procedure mentioned below, failing which bid submitted by the bidder will be considered non-responsive.

Procedure for signing and submission of Integrity Pact:

- i. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
 - ii. The bidder 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.
 - iii. The procedure mentioned above regarding signing IP Agreement by both the parties shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.
5. The Eligibility criteria and evaluation methodology have been detailed out in the tender document.

Note:

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

**(n) Code Solutions – A division of GNFC Ltd.,
(n)Procure Cell, 4b103, GNFC Infotower,
S.G. Road, Bodakdev,
Ahmedabad – 380054 (Gujarat).**

Contact Details of (n) code Solutions:

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

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

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

E-mail: nprocure@gnvfc.net

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

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

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

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

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

- 1) Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- 2) While submitting the modified bid, bidder can revise the rate of one or more item (s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 3) On opening date, bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 4) Bidder can upload documents in the form of JPG format and PDF Format.
- 5) It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- 6) If the bidder is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
- 7) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder the bid shall become invalid and cost of bid document shall not be refunded.
- 8) Bidder must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
- 9) The Draft information and instructions to Bidders may be modified suitably by NIT approving authority as per requirement.
- 10) All the mandatory document required have to be enclosed by the bidder failing which his 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.

DISCLAIMER

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

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

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

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

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

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

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

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

SECTION – II

INSTRUCTION TO BIDDERS

2.1 INTRODUCTION

Deendayal Port has planned to develop various mega projects through Public Private Partnership Model. For PPP/Captive Projects, it is very much essential to appoint Transaction Advisors for carrying out various PPP Transactions which is very complex in nature and requires specialized persons to deal with.

Accordingly, online bids through open competitive e-bidding are invited by Deendayal Port Authority for appointment of Transaction Advisor for PPP Projects of Deendayal Port Authority for a period of three years and further extendable for two years for carrying out Legal, Technical and Financial Transactions for all existing and future proposals of Deendayal Port Authority on PPP/Captive mode. The subject work of Transaction Advisory services may start from October 2025.

The Port of Deendayal situated in the Kandla Creek, 90 Nautical Miles from the mouth of Gulf of Kachchh, it is portal to the West and North India, 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. The Port is nearest among all the Major Ports to this vast hinterland and well connected by four-lane road network of National Highways as well as Broad Gauge Railway linkage.

Presently, the Port has 14 cargo berths for handling dry cargo traffic, two berths for handling container cargo, eight 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 products Jetties at Vadinar, in Jamnagar District, for handling crude oil.

2.2 DEFINITION

- 2.2.1 “Board/Employer/Authority” means Board of Deendayal Port Authority, a body corporate under the Major Port Authority Act, 2021 as amended from time to time.
- 2.2.2 “Advisor/ Consultant / Contractor” means the person or persons, firm or company whose tender has been accepted by the Board and includes the Advisor’s personal representatives, successors and permitted assignee.
- 2.2.3 “Chairman” means the Chairman of the Board of Deendayal Port Authority.
- 2.2.4 “Chief Engineer” means the Chief Engineer of Deendayal Port Authority.
- 2.2.5 “PPP Guidelines” means Public Private Partnership Guidelines issued by GoI.
- 2.2.6 “BOT” mean Built, Operate & Transfer
- 2.2.7 “RFQ” Request for Qualification
- 2.2.8 “RFP” Request for Proposal
- 2.2.9 “DCA” Draft Concession Agreement
- 2.2.10 “DPA” means Deendayal Port Authority.
- 2.2.11 “PPP cell” means cell to be established by Advisor at DPA at Gandhidham, consisting of Technical Experts, Financial Experts, Legal Experts, Technical Assistant & Office Assistants (Key Personnel) collectively carrying out the work of Transaction Advisor, as per scope of work (TOR) for DPA.
- 2.2.12 “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.

2.2.13 “Preferred Bidder” means H1 as defined in clause 4.2(k).

2.2.14 For the purpose of this Tender, Associate means, in relation to the Applicant /Bidder, a person who controls, is controlled by, or is under the common control with such Applicant/ Bidder (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.

2.3 GENERAL

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

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

The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, etc., in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 2.7 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

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

2.4 ELIGIBILITY CRITERIA

(A) **Financial Eligibility Criteria:**

2.4.1 Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 331.05 Lakhs.

(B) **Technical Eligibility Criteria:**

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

2.4.3 Bid Security/Earnest Money Deposit in the form of Bank Guarantee and Tender Fee in the form of digital mode of payment. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender Fee and EMD. Such bidder shall upload in a scanned copy of valid certificate, as well as duly filled in and signed ‘**Bid Securing Declaration**’ as per format provided in the tender document (Form no. 10), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.

- 2.4.4 Tender Documents together with accompaniments, including Integrity Pact, duly stamped and signed on each page.
- 2.4.5 Bio data (Resume/CV's) of Key Personnel complete in the prescribed format.
- 2.4.6 Bidder should furnish Income tax PAN number and GST registration number
- 2.4.7 Completion Certificate and Work Order duly attested by the Authorised Person of the bidder for the completed Similar Assignments in support of experience claim. The work order shall clearly mention the scope of work /Deliverables.
- 2.4.8 Copy of Qualification Certificate, self-attested by the key personnel and also attested by Authorised Person of the Bidder to substantiate qualification claimed for Key Personnel.
- 2.4.9 Original or Notarized Chartered Accountant or Statutory Auditor Certificate as mentioned in Form-2.
- 2.4.10 Original Chartered Accountant or Statutory Auditor Certificate as mentioned in Form-5.
- 2.4.11 For **experience in similar assignments** and Turn-over of the Applicant /Bidder, the **experience in similar assignments** and Turn-over of their respective Associate (as defined in Clause No. 2.2.14) would also be eligible. Further, in case, if **experience in similar assignments** and Turn-over are claimed for an Associate, necessary evidence to establish the relationship of the Applicant/Bidder with such Associate shall be provided as per Form no 4.
- 2.4.12 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

2.5 EARNEST MONEY DEPOSIT / BID SECURITY

- i. No tender will be considered which is not accompanied by a sum of Rs. 11,03,506 (Rs. Eleven Lakhs Three Thousand and Five hundred six only) as Earnest Money Deposit (EMD)/Bid Security. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (Form no. 10), failing which the bid shall be disqualified.
- ii. The EMD up to Rs. 5 Lakhs be payable through digital mode. EMD beyond Rs.5 Lakhs shall be payable in the form of Bank Guarantee (drawn in favour of "Board of Deendayal Port Authority" as per Form no. 3) for the entire amount from any Nationalized Bank/Scheduled Bank (except Co-operative Bank) having its branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- iii. EMD of unsuccessful bidders other than H1 and H2 is refunded immediately after ranking of price bids. Earnest money of H2 is refunded immediately after entering in to agreement with H1 and acceptance of performance Guarantee from H1.

- iv. EMD is refunded suo-motto without any application from the bidders.
- v. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- vi. The Bid security may be forfeited, if
 - a. The bidder withdraws the bid after bid opening during the period of bid validity.
 - b. The bidder does not accept the correction of bid price, pursuant to any Arithmetic error
OR
 - c. The successful bidder fails within the specified time limit to
 - I. Sign the Agreement or
 - II. Furnish the required Performances security.

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

NIC Code	Activities
Division 70	Activities of head offices; management consultancy activities
702	Management Consultant activities
7020	Management Consultant activities
70200	Management Consultant activities
Division 71	Architecture and engineering activities; technical testing and analysis
711	Architecture and engineering activities and related technical consultancy
7110	Architecture and engineering activities and related technical consultancy
71100	Architecture and engineering activities and related technical consultancy
692	Accounting, bookkeeping and auditing activities; tax consultancy
6920	Accounting, bookkeeping and auditing activities; tax consultancy
69201	Accounting, bookkeeping and auditing activities
69202	Tax consultancy
691	Legal Activities
6910	Legal Activities
69100	Legal activities

2.6 DOCUMENTS COMPRISING THE BID:

The Proposal should be submitted online in two Parts:

“Part 1: “Technical Proposal” which will consist of details mentioned in **Clause 2.6.1** of this tender and required to send the hard copies of all required documents within 7 days from the date of opening of the tender (Technical bid).

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

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

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

- Bid Security/EMD in form of Bank Guarantee & Tender Fee through Electronic mode of payment or the copy of valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise towards the exemption of Bid Security & cost of tender fee. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed ‘**Bid Securing Declaration**’ as per format provided in the

- tender document (Form no. 10), failing which the bid shall be disqualified.
- Form 03 - Bank Guarantee for EMD/Bid Security (if applicable)
- Form 10 - Bid Securing Declaration (if applicable)
- Integrity Pact as per clause 5.25 of this tender and in the format as per Section – IX

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

Form 01	Specimen of Application for bidding & Declaration
Form 02	Certificate of turnover of bidder
Form 04	Certificate from Statutory Auditor/ Company Secretary regarding Associate (If applicable)
Form 05	Assignments during last Ten Years
Form 06	Particulars of Proposed Key Personnel
Form 07	Curriculum Vitae (CV) Of Key Personnel Proposed for Assignment
Form 08	Power of Attorney

2.6.1.3 Income tax PAN number and GST registration number.

2.6.1.4 Tender Documents together with accompaniments, including Integrity Pact, duly stamped and signed on each page along with the signature and address of the witness.

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

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

2.6.2 **FINANCIAL PROPOSAL**

2.6.2.1 It shall contain only Form 9 i.e. Price bid, showing the rate and amount against the items for “PROVIDING LEGAL, TECHNICAL AND FINANCIAL TRANSACTIONS FOR ALL PROPOSALS OF DEENDAYAL PORT AUTHORITY ON PPP/CAPTIVE MODE”. The Financial Proposal is to be submitted online only.

2.7 **Responsiveness of the Proposal**

A Proposal will be considered responsive only if:

- i. The Technical Proposal is received in the form specified in this Tender;
- ii. It contains all the information (complete in all respects) as requested in this TENDER
- iii. It is received by the Due Date including any extension thereof in terms hereof;
- iv. It is accompanied by the Bid Security/EMD and Tender Fee or exemption certificate as specified in this Tender;
- v. It is signed, sealed, bound together and marked as stipulated in this Tender;
- vi. It does not contain a Financial Proposal;

- vii. It does not contain any condition or qualification; and
- viii. It is not non-responsive in terms hereof.

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

2.9 In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD. Such bidders shall upload the scanned copy of valid certificate. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (Form no. 10), failing which the bid shall be disqualified. It may be noted that exemption certificate issued by any other authority will not be entertained.

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

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

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

2.13 The tender should be delivered to the office of the Executive Engineer (Design) and the bidder should obtain written acknowledgement for the same. Hard copy of the Tender along with its accompaniments should reach the office of the Executive Engineer (Design) within 7 days from the date of online opening of Technical bid. The bidder 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.

2.14 **Bid Validity**

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

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

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

2.15 **Modification and Withdrawal of Bids**

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

2.15.2 No Bid can be modified after the deadline for submission of Bids.

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

2.16 The tender must be signed on his behalf by a person holding a power of attorney and copy of the same is to be submitted in the Technical bid.

2.17 The Bidder is required to submit a hard copy of the tender documents, duly signed by the Bidder or by a person holding power of attorney authorizing him to act on behalf of the Bidder, must be submitted to the Office of the Executive Engineer (Design), Deendayal Port Authority, within 7 working days of submission of the Bid for the purpose of verification.

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

2.19 Amendment of Bidding Documents:

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

Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on www.deendayalport.gov.in & on n-procure website www.tender.nprocure.com.

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

2.20 PRE-BID MEETING:

2.20.1 The bidder or his official representative may attend pre-bid meeting to be held on 15/04/2025 at 15:00 hrs. in the Old Board Room, 1st floor, A.O. building, Deendayal Port Authority, Gandhidham OR Virtual through video conference. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder.

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

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

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

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

Sr. No.	Clause No	Page No	Query

2.21 SCHEDULE OF BIDDING PROCESS:

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

2.22 INSTRUCTIONS FOR ONLINE BID SUBMISSION

2.22.1 Registration

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

(n) code Solutions,
 A Division of GNFC,
 301 GNFC Infotower, Bodakdev, Ahmedabad.
 Tel. 91 79 26857316/17/18 Fax: 91 79 26857321
 Mobile: 9327084190 / 9898589652. E-mail: nprocure@gnvfc.net.

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

2.23. Conflict of Interest:

2.23.1. An Applicant/ Bidder or its associate shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant/ Bidder or its associate 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. (Form 1)

2.23.2. 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 or its associates 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.

2.23.3. 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:

- a. the Applicant, or its Associate and any other Applicant, or its 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 2.23.3(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
- b. a constituent of such Applicant is also a constituent of another Applicant; or
- c. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e. 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
- f. 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
- g. 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 2.23.4; 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

- h. the Applicant/bidder or its Associate, 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 sub-contractor(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.

2.23.4. 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 2.23)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.23 of the Tender 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.

2.24 No Sub-Consultancy is permitted for the Assignment.

2.25. A Bidder or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate. Further, the bidder shall furnish declaration in this regard (Form 1)

2.26. The bidder or its associate should have no conflict of Interest in taking up the subject work as per Clause No. 2.23. Further, the bidder shall declare that they have not been banned or delisted by any government/Semi government Agency or PSU's (Form 1).

SECTION – III

SCOPE OF WORK / TERMS OF REFERENCE (TOR)

3.1 The Transaction Advisor/PPP cell shall consist of following key personnel:

3.1.1 Full time basis in the tenure of the Contract period:

- a) Two Technical Experts
- b) Two Financial Experts
- c) Three Legal Experts
- d) One Technical Assistant
- e) Two Office Assistant

The detailed educational qualification and experience requirement has been mentioned under Section-IV.

3.2 The scope of work of the Transaction Advisor/PPP cell is as follows:

- Preparation of Techno Economic Feasibility Report including but not limited to working out cost estimate, financial modeling, etc.
- Preparation of Expression of Interest of PPP (BOT/Captive) projects and its evaluation.
- To evaluate/scrutinize Feasibility Report submitted by the applicant as per PDI Policy or prevailing relevant policy.
- Preparing RFQ on the basis of Feasibility Report and updated figures, data and statistics, etc., scrutiny & evaluation thereof.
- Preparation for Pre-Bid and other meetings, conducting the same, preparing replies/ clarifications in consultation with officials of DPA.
- To scrutiny & examine the Tariff in line with the applicable Tariff Guidelines and also to work out tariff as per applicable tariff guidelines.
- Preparing RFP, issuance, scrutiny and evaluation thereof.
- Preparing Draft Concession Agreement, finalize the same. Follow-up of compliance and scrutiny of conditions precedent and financial closure.
- Framing of proposal including but not limited to Board agendas along with its supporting documents for obtaining approvals at before various authorities.
- Preparation of letters, drafts, etc. for obtaining Govt. approvals including Security Clearance, etc.
- Co-ordination and correspondence with concerned statutory State/Central Govt. organizations/persons.
- Framing of bidding documents for valuation of assets, land valuation, Replacement cost etc pertaining to PPP/BOT project including evaluation of Bids.
- Providing Transactional and Legal advice as required by Govt/DPA.
- Provide necessary Technical, Financial and Legal support.
- For appointment of Consultant/Technical Advisor, Auditors etc. for PPP projects, frame bidding documents & subsequent evaluation thereof.
- Furnish clarification to query from RFQ applicants/bidders, Ministry, Competent Authority or any other Statutory Authority.
- After signing of agreement with concessionaire, provide Technical, Financial, Legal opinion/advice/support for implementation, monitoring & operation of PPP Projects.

- Scrutiny of various Policies /Guidelines/ Orders/ Instructions issued by statutory authorities from time to time and suggest any action to be taken by DPA.
- To assist DPA w.r.t. requests received from the concessionaire for modifications/change the project cost, in coordination with Statutory Auditor/Independent Engineer/Consultant .
- To scrutiny/examine the Total Project Cost / Actual Project Cost / Revised Cost submitted by the Concessionaire including assistance to Port Auditor in case of auditing of aforesaid costs.
- Frame the various Reports/formats by incorporating required information there in.
- To work out sustainable Royalty and Reserve Royalty for Projects and also to work out floor level for royalty as per PDI Policy or any other prevalent policy.
- To scrutinize security clearance information of bidders/RFQ Applicants.
- To scrutinize & advise on shareholding change requests from the Concessionaires as per the provisions of Agreement as well Guidelines including Security Clearance guidelines.
- To prepare documents for appointing agency to work out replacement cost for the existing facilities to be offered as per PDI policy or any other relevant policy including evaluation of Bids.
- To frame proposals like but not limited to SFC, EFC, PPPAC, CCEA etc. to take approval of competent authority.
- To frame and make presentation before Authorities in relation to finalization, evaluation to approval of proposal.
- To attend the meetings and support Port officials in respect to PPP projects.
- To frame bidding documents for appointing Independent Engineer including evaluation of bids received for the same.
- To frame the documents for appointing valuer/consultant/expert/ auditor etc., if required to be appointed by the DPA, for the PPP projects including evaluation of the bids received for the same.
- Any other matter related to procedural issues of PPP (BOT/Captive/ or any other mode under PPP).
- Assist the DPA/Port Officials and Port Advocates in the legal matters including dispute resolution mechanism which includes but not limited to Amicable Settlement, Assistance of Expert, Conciliation & Settlement by authorised committee, Arbitration, Adjudication by Adjudicatory Board, SAROD, court cases, etc. including documentation thereof.
- Preparation & checking of invoices to be raised to Concessionaires, working out payable amount, outstanding dues & interest thereof and to assist in all financial matters related to License Fee, waterfront charges, calculation & examination of Royalty, storage charges, liquidated damages, compensation etc. including other statutory payments related to PPP projects.
- To evaluate the Performance Standard including calculation of Liquidated Damages.
- To scrutiny/examine/calculate the Termination Compensation & Termination Payment.
- Analysis the Escrow statements/Credentials submitted by the Concessionaire/Lenders, from time to time, towards maintaining of Escrow Account as per Concession Agreement.
- Evaluate the project in terms of stressed project.
- Analysis & Review the various Reports/Statements/Credentials submitted by the Concessionaire, from time to time, as per the Concession Agreement.
- Monitoring obligations of the Concessionaire and Concessions Authority as per the Concession Agreement from time to time and timely suggest further course of action along with detailed opinion. Also, framing of Reports on Monitoring of the PPP Projects, from time to time.
- Assist DPA officials in framing of: (a) Proposals & Correspondence seeking approval of Competent Authorities of the Port and/or Ministries etc.; (b) Letters / communications addressed

to various Authorities/Agencies/Parties etc.; including but not limited to drafting, typing, printing, scanning, tagging etc., as directed by the Port officials from time to time.

- Assist DPA officials in framing of Minutes and Record of discussions of the meetings in respect of PPP Projects.
- Scrutinize and examine the draft model documents, draft guidelines etc. and offer suggestion there on.
- Co-ordination with Divisions and Department of DPA.
- Frame and update the status of PPP Projects from time to time but at least once in month.
- Assist DPA officials in framing of various Reports on PPP Projects for sending to various Authorities from time to time. This includes collection of the required details/data for framing such reports.
- Preparation & Fortnightly updating, in chronological order, data-base of the PPP projects along with corresponding supporting documents.
- Preparing Chronological events and detailed status of the projects regularly and furnishing the same as and when required by DPA.
- Maintain all the records of PPP projects in soft and hard copy.
- Development of various possible alternatives for revenue maximization.
- Assisting the Authority in identification of project risks and in an efficient and economic manner.
- Review cost estimates contained in the Techno Economic Feasibility Reports (TEFR).
- Identification and quantification of estimated financial impact of the Project on government resources.
- Assisting in furnishing data for feeding the same in various portals of Government of India including Ministry of Ports, Shipping and Waterways.
- To deal with the matters pertaining to Audit/Resident Audit Officer (RAO) and assist Port in compliance of queries of Audit.
- To deal with the matters pertaining to RTI (Right to Information) for PPP Projects and assist Port in compliance of the same.

3.3 As per the Guidelines of Ministry, Deendayal Port has undertaken/identified following projects on PPP/Captive basis to augment the capacity of Deendayal Port

(A)	PPP Project under operation
i.	Dry Bulk Terminal off Tekra near Tuna (outside Kandla Creek) on BOT Basis
ii.	Setting up of Captive Barge Jetty at Old Kandla on Captive Basis
iii.	Development, operation & maintenance of Container Terminal (Berth 11&12) on BOT basis
iv.	Oil Jetty No 05
v.	Oil Jetty No. 06
vi.	3 SPMs and Two Product Jetties at OOT, Vadinar on Captive Basis
vii.	Container Freight Station
(B)	PPP Project- Concession Agreement signed and are under implementation
i.	Development of Oil Jetty to handle liquid cargo and ship bunkering terminal at old Kandla on BOT Basis
ii.	Development of Marine Liquid Terminal Facilities consisting of SPM and Two Product Jetties at OOT, Vadinar on Captive use basis
iii.	Development of a Container Terminal at Tuna Tekra, Deendayal Port on BOT basis under PPP Mode

iv.	Development, Operation & Maintenance Of Berth-13 For handling Multipurpose Clean Cargo Including Container Cargo at Deendayal Port on DBFOT Basis under PPP Mode
(C)	PPP Projects approved recently and to be implemented
i.	Development, operation and Maintenance of Oil Jetty No.9 for handling all types of liquid cargo under BOT basis under PPP mode for concession period of 30 years
ii.	Development, operation and maintenance of Oil Jetty No.10 for handling all types of liquid cargo under BOT basis under PPP mode for concession period of 30 years
iii.	Development, operation and maintenance of Oil Jetty No.11 for handling all types of liquid cargo under BOT basis under PPP mode for concession period of 30 years
(D)	PPP Projects under Approval
i.	Mechanization of 15th Multipurpose Cargo (other than Liquid/Container) Berths at Kandla Port on BOT Basis
ii.	Mechanization of 16th Multipurpose Cargo (other than Liquid/Container) Berths at Kandla Port on BOT Basis
iii.	Development of Berth no. 17 on PPP Mode
iv.	Development of Multipurpose Cargo (other than container/ liquid) Berth off Tuna Tekra outside Kandla Creek at Kandla on BOT basis
(E)	PPP Projects with litigations
i.	Development of 13th Multipurpose Cargo (other than Liquid/Container) Berths at Kandla Port on BOT Basis
ii.	Development of 14th Multipurpose Cargo (other than Liquid/Container) Berths at Kandla Port on BOT Basis
iii.	Development of 15th Multipurpose Cargo (other than Liquid/Container) Berths at Kandla Port on BOT Basis
iv.	Development of 16th Multipurpose Cargo (other than Liquid/Container) Berths at Kandla Port on BOT Basis
v.	Development of Oil jetty to handle liquid cargo and ship bunkering terminal at old Kandla on BOT Basis
vi.	Development, operation & maintenance of Container Terminal (Berth 11&12) on BOT basis
(F)	Future PPP Projects
i.	Developing Port Facilities at Vadinar
ii.	Developing Container Terminal
iii.	Mechanization of existing Berths / Jetties
iv.	Mechanization of Barge Unloading Facility
v.	Mechanization of Food Grains Handling Facility
vi.	Setting up Dry Dock/Ship repair facilities/ Ship Building facilities
vii.	Setting up of SPM
viii.	Setting up of Super-Speciality Hospital and Nursing college
ix.	Setting up of Multi Skill Development Centre in Port and Maritime Logistics
x.	Development of New Terminals on the West Side of the entrance of the Kandla Creek, Kandla under PPP Mode .
xi.	Any other PPP project finalized in due course.

Note: The projects mentioned above are indicative. There will be addition/deletion in the above list as per requirements of DPA.

SECTION – IV

EVALUATION OF PROPOSAL

4.1 TENDER EVALUATION (General)

- a) A two-stage procedure will be adopted in evaluating the proposals: (i) Technical evaluation, which will be carried out prior to opening financial proposal and (ii) Financial evaluation.
- b) Prior to evaluation of Technical proposals, the Authority will determine whether each Proposal is responsive to the requirements of the Tender as indicated in clause 2.6.1 and 2.7. The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal will be entertained by the Authority in respect of such Proposals. However, Authority reserves the right to seek clarifications or additional information from the applicant during the evaluation process.

4.2 Evaluation of Technical & Financial Proposals

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

4.3 Total key personnel for Transaction Advisor considered for evaluation is Ten (10).

4.4 The Scoring criteria for evaluation of firm's experience & key personnel shall be as follows:

Technical Bid Evaluation and Marking System – Total Marks – 100

The Technical marks earmarked for the firms’ experience and the team of Transaction Advisors are as follows:

(A) Firms’ Experience: 20 marks.

a. Firm’s experience criteria : 20 marks			
	DESCRIPTION	Max. Marks	Breakup of scoring system
1	Eligible Similar Assignments undertaken by the Applicant over the past 10 (ten) years ending last day of the month previous to the one in which tender is invited.	20 marks	Marks for the assignments 1.5 marks for each completed similar assignment in Port Sector (Max marks - 12) 1 marks for each completed similar assignment in Core Sector (Max. marks –8) Note: Only Completed Assignments shall be eligible for evaluation.
b. Presentation on approach and methodology (A&M) : 40 marks			
No.	DESCRIPTION	Max. Marks	
1	Presentation shall include understanding of the terms of reference (TOR) and approach methodology, work plan and staffing schedule.	40 marks	
Note: The bidders have to make the presentation before the Authority at the date and time communicated to the bidders during the technical evaluation. Further, if the bidder fails to make the presentation, no mark will be assigned in this case.			

(B) Qualification, Experience of Professionals and Key Experts: 40 marks.

Sr. No.	Position	Max. Marks	No. of Personnel
1.	Technical Experts	8.5	2 no. (5 marks for 1st Expert & 3.5 marks for 2nd Expert)
2.	Finance Experts	11.5	2 nos. (6.5 marks for 1st Expert & 5 marks for 2nd Expert)
3.	Legal Experts	18.75	3 nos. (7.25 marks for 1st Expert, 6.5 marks for 2nd Expert & 5 marks for 3rd Expert)
4.	Technical Assistant	0.75	1 no. (0.75 for Technical Assistant)
5	Office Assistant	0.5	2 nos. (0.25 marks for Office Assistant – 1 and 0.25 for Office Assistant – 2)

Qualification, Experience of Professionals and Key Expert				Total Marks – 40
Sr. No.	Category of professional (s)	Qualification	Post Qualification Experience	Marks

1.	Two Technical Experts	Graduate Degree in Civil/Mechanical Engineering	1st Expert: Minimum 5 years' experience in dealing with preparation/evaluation of Transaction documents like Feasibility Report, RFQ, RFP, DCA, etc. for implementation of PPP projects.	Total marks: 8.5 (5 marks for 1 st Expert & 3.5 marks for 2 nd Expert) 1st Expert: (Maximum-5 Marks) Qualification: 1.25 mark Experience: 3.75 marks maximum <ul style="list-style-type: none"> • 0.50 mark for each completed year if experience in Similar assignment of Core Sector. • 0.75 mark for each completed year if experience in Similar assignment of Port Sector.
			2nd Expert: Minimum 3 years' experience in dealing with preparation/evaluation of Transaction documents like Feasibility Report, RFQ, RFP, DCA, etc. for implementation of PPP projects.	2nd Expert: (Maximum-3.5 Marks) Qualification: 1.25 mark Experience: 2.25 marks maximum <ul style="list-style-type: none"> • 0.50 mark for each completed year if experience in Similar assignment of Core Sector. • 0.75 mark for each completed year if experience in Similar assignment of Port Sector.
2.	Two Financial Experts	Either C.A. or ICWA or CFA or MBA (Finance) or PGDM (Finance) or PGD (Finance)	1st Expert: Minimum 7 years' experience in dealing with preparation/evaluation of Transaction documents like Feasibility Report, RFQ, RFP, DCA, Tariff proposal etc. for implementation/appraisal of PPP projects.	Total 11.50 marks (6.50 marks for 1 st Expert & 5 marks for 2 nd Expert) 1st Expert: (Maximum-6.50 Marks) Qualification: 1.25 marks Experience: 5.25 marks maximum <ul style="list-style-type: none"> • 0.50 marks for each completed year if experience in Similar assignment of Core Sector. • 0.75 marks for each completed year if

				experience in Similar assignment of Port Sector.
			<p>2nd Expert: Minimum 5 years' experience in dealing with preparation/evaluation of Transaction documents like Feasibility Report, RFQ, RFP, DCA, Tariff proposal etc. for implementation/appraisal of PPP projects.</p>	<p>2nd Expert: (Maximum-5 Marks)</p> <p>Qualification: 1.25 marks</p> <p>Experience: 3.75 marks maximum</p> <ul style="list-style-type: none"> • 0.50 marks for each completed year if experience in Similar assignment of Core Sector. • 0.75 marks for each completed year if experience in Similar assignment of Port Sector.
3.	Three Legal Experts	LLB or any equivalent degree in law and above	<p>1st Expert / Team Leader: Minimum 8 years' experience in dealing with preparation/evaluation of Transaction documents like RFP, Model Concession or Draft Concession Agreement, etc. pertaining to PPP Projects.</p>	<p>Total 18.75 marks (7.25 marks for 1st Expert, 6.50 marks for 2nd Expert & 5 marks for 3rd Expert)</p> <p>1st Expert: (Maximum-7.25 Marks)</p> <p>Qualification: 1.25 mark</p> <p>Experience: 6 marks maximum</p> <ul style="list-style-type: none"> • 0.50 mark for each completed year if experience in Similar assignment of Core Sector. • 0.75 mark for each completed year if experience in Similar assignment of Port Sector.
			<p>2nd Expert: Minimum 7 years' experience in dealing with preparation/evaluation of Transaction documents like RFP, Model Concession or Draft Concession Agreement, etc. pertaining to PPP Projects.</p>	<p>2nd Expert: (Maximum-6.50 Marks)</p> <p>Qualification: 1.25 marks</p> <p>Experience: 5.25 marks maximum</p> <ul style="list-style-type: none"> • 0.50 mark for each completed year if experience in Similar assignment of Core Sector.

				<ul style="list-style-type: none"> 0.75 mark for each completed year if experience in Similar assignment of Port Sector.
			3rd Expert: Minimum 5 years' experience in dealing with preparation/evaluation of Transaction documents like RFP, Model Concession or Draft Concession Agreement, etc. pertaining to PPP Projects.	3rd Expert: (Maximum-5 Marks) Qualification: 1.25 mark Experience: 3.75 marks maximum <ul style="list-style-type: none"> 0.50 mark for each completed year if experience in Similar assignment of Core Sector. 0.75 mark for each completed year if experience in Similar assignment of Port Sector.
4.	One Technical Assistant	Graduate Degree in Civil Engineering	<ul style="list-style-type: none"> Two (2) years of experience related to engineering field. Proficient in English Proficient in Microsoft Office excel, Microsoft word, Microsoft PowerPoint, etc. Good skills in drafting Record keeping & Data Management Preferable 	(Maximum – 0.75 Marks) 0.75 Marks for fulfilling both the Qualification & Experience criteria
5	Two Office Assistants	Graduate in any discipline	<ul style="list-style-type: none"> Proficient in English Proficient in Microsoft Office excel, Microsoft word, Microsoft PowerPoint, etc. Good Speed in data entry & typing which should not be less than 30 wpm Filing & Record keeping experience 	(Maximum – 0.50 Marks) <u>For Office Assistant – 1</u> 0.25 Marks for fulfilling both the Qualification & Experience criteria <u>For Office Assistant – 2</u> 0.25 Marks for fulfilling both the Qualification & Experience criteria

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

Similar Assignments: Transaction Advisory Services i.e. providing Legal, Financial & Technical Services for carrying out PPP Transactions for the following projects:

- a. **PORT SECTOR PROJECTS** would be deemed to include Marine structures, On-shore and Off-shore Terminals, Berths, Jetties, Quays, Cargo Handling System, Bulk/Liquid Material Handling

System, Port based Terminal Facilities, CFS/ICDs, Storage Tanks/Tank Farms, Conveyors, Pipelines, Warehousing, etc. and

b. **CORE SECTOR PROJECTS** would be deemed to include power, telecom, highways, airports, railways, industrial parks, petroleum and natural gas, irrigation, water supply, sewerage and real estate development.

- The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
- The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
 $Sf = 100 \times Fm / F$, 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.
- **The weights given to the Technical (T) and Financial (P) Proposals are:**
 $T = 70\%$, and $P = 30\%$
- Proposals are ranked according to their combined technical (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:
 $S = St \times T\% + Sf \times P\%$.

Note:

- i. In financial proposal, quoted amount for five years shall be considered for evaluation.
- ii. The Bidders shall have to submit attested copy of Qualification Certificate I.e. Degree Certificate to substantiate qualification claimed. Further, if the month & year of passing the examination is not mentioned in the Degree Certificate, the final year/semester mark sheet may be submitted along with Degree Certificate. Only final year/semester marksheet shall not be considered as Qualification Certificate.
- iii. In case, if the bidder wants to claim experience of the work done in Joint Venture/Consortium, then the bidder is also required to submit supporting documents which includes but not limited to Joint Bidding Agreement, certificate of equity Shareholding duly certified by Chartered Accountant etc. Further, the bidder claiming such experience should have held, in the Joint Venture/ Consortium, a minimum of 26 % (twenty-six per cent) equity during the entire period of the Project for which Eligible Experience is being claimed.

SECTION – V

GENERAL CONDITIONS OF CONTRACT

5.1 PERFORMANCE SECURITY / SECURITY DEPOSIT:

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

The Performance security in the form of Bank Guarantee/ FDR/ Digital mode of payment shall be returned to the Successful Bidder within 14 days from the completion of Contract period.

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

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

5.1.3 The specimen Format Bank Guarantee is given in Section VII.

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

5.1.5 Forfeiture of Security Deposit:

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

5.2 Contract Period: The Contract period will be initially for a period of three years from the date of issuance of Work Order, which can be extended for a further period of two years. The rate shall be quoted for 1st year, 2nd year, 3rd year, 4th year and 5th year separately and it shall be evaluated for total five years.

5.3 Work Place: The PPP cell will work at the premises of Deendayal Port Authority in the Port Administrative Building, Gandhidham -370201. DPA will provide necessary RENT-FREE office space with minimum furniture. However, computer/laptops with printers, scanners and other

required equipment/stationary shall be provided by the advisor to its experts/key personnel deployed in the PPP cell.

5.4 Working Days: The Cell will function during all the working days and, if required, on holidays also during exigencies. Apart from the Port Holidays (including weekly holidays / National Holidays), each Transaction Advisor Expert & Technical/Office Assistant can avail up to 15 days Leave during one year (12 months from the date of engagement/deployment and proportionate in case of shorten period of engagement/deployment). However, at all the time, at least 4 Experts & 1 Technical/Office Assistant will have to be stationed in the PPP cell.

5.5 Availability of Professional staff / experts:

5.5.1 The Advisor shall ensure availability of the requisite Professional staff/ Experts / Key Personnel stationed at Deendayal Port Authority during consultancy period. The Authority may require additional Personnel, with the requisite qualification and experience as mentioned in Section IV of the Tender, to be deployed for the subject Assignment in the PPP Cell at DPA. The Additional Cost on this account shall be paid to the Consultant as per the quoted rate (prevailing in the respective year) against the said Key personnel in the price bid.

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

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

For absence of any of the individual key personnel, other than the permitted holidays/ leave, proportionate deduction in the monthly payments will be made. If any person is absent, payment will be deducted on pro rata basis (Considering 26 working days in a month) as per rates quoted for respective position of key personnel for that particular year.

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

Sr. No	Position of Key Personnel	Per day rate for deduction
1.	Technical Expert-1	Rs. 1,500
2.	Technical Expert-2	Rs. 1,000
3.	Financial Expert -1	Rs. 2,000
4.	Financial Expert -2	Rs. 1,500
5.	Legal Expert -1	Rs. 2,500
6.	Legal Expert -2	Rs. 2,000
7.	Legal Expert-3	Rs. 1,500
8.	Technical Assistant	Rs. 750
9.	Office Assistant-1	Rs. 500
10.	Office Assistant-2	Rs. 500

An example of the monthly payment of bill with explanatory deduction towards pro rata basis deductions as well as penalty is enclosed at Pg. no 45 for clarity and guidance purpose.

- 5.7 Subject to availability, one “E” Type quarter for each Experts and one “F” type quarter to each Technical Assistant/Office Assistant at Port Colony, Gopalpuri will be provided RENT FREE. However, the Electricity, Water and other service charges will be charged extra.
- 5.8 The PPP Cell will work under the administrative control of Chief Engineer.
- 5.9 No local transport will be provided. However, in case Experts/Key personnel deployed by the Advisor in PPP Cell at Gandhidham as well as Advisor/ Consultant / Contractor are required to travel outside their respective headquarter as per orders of Chief Engineer, Deendayal Port Authority, the upper most entitled class of journey will be “2nd AC” class in case of journey is performed by Rail or Road. However, in case of exigency, the Experts/Key personnel and/or Advisor/ Consultant / Contractor may perform journey by Air (Flight) in “Economic Class” with prior permission of Chief Engineer, DPA. Other expenses like hotel accommodation, food, taxi hire charges etc. during journey will be paid as applicable to Class-I entry level post of DPA. The actual expenditure will be reimbursed on producing bills supported with original vouchers.
- 5.10 The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of DPA.

5.11 Mode & RELEASE OF PAYMENT:

The payment will be released on monthly prorata basis as per quoted/accepted rate of 1st, 2nd, 3rd, 4th and 5th year (If the Contract is extended for 4th and 5th year).

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

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

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

5.12 **Signing of Agreement**

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

5.13 **TAXES & DUTIES:**

5.13.1 Income tax and surcharge as applicable shall be deducted at source by Deendayal Port Authority in accordance with Income Tax act and in accordance with instruction issued by Tax Authorities on this behalf from time to time for this TDS certificate will be given.

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

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

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

5.14 **CARE AND DILIGENCE:**

The 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.

5.15 **SUSPENSION:**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

5.16 **TERMINATION OF SERVICES:**

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

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

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

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

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

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

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

5.17 DISPUTE RESOLUTION

5.17.1 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Authority (DPA) and the Advisor/Consultant in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Contract, whether before or after the termination of this Contract, then the Parties shall meet

together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

5.17.2 Conciliation

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

5.17.3 Arbitration:

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

- i. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii. It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- iii. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- iv. It is also a term of the contract that if the advisor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the advisor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- v. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each

dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

- vi. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- vii. The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- viii. Arbitration shall be conducted in accordance with the provision of Indian Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- ix. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- x. It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- xi. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

5.18 Language and Law Governing the Contract:

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

5.19 Confidentiality

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

5.20 Reporting Obligations

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

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

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

5.22 Force Majeure

5.22.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.22.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

5.22.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

5.22.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.22.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

5.22.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

5.23 Liability of the Consultant

5.23.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

5.23.2 The Consultant shall, subject to the limitation specified in Clause 5.23.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

5.23.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreement/Contract Value, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 5.24.2, whichever of (a) or (b) is higher.

5.23.4 This limitation of liability specified in Clause 5.23.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

5.24 Insurance to be taken out by the Consultant

5.24.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the

Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

5.24.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the Agreement Value/Contract Price.

5.25 Integrity Pact

The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per agreement form **enclosed at SECTION IX**) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Shri 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: amivaifs@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

Procedure for signing Integrity Pact:

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

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

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

SECTION VI
FORMS OF BID

To be submitted by Bidders with their Bids

Form No	Description of Form
1	Specimen of Application for bidding & Declaration
2	Certificate of turnover of bidder
3	Specimen of Bank Guarantee for EMD/Bid Security
4	Certificate from Statutory Auditor/ Company Secretary regarding Associate
5	Assignments during last Ten Years
6	Particulars of proposed key personnel
7	Curriculum Vitae (CV) of key personnel proposed for assignment
8	Power of Attorney
9	Price Bid
10	Bid Security Declaration Form

Tendering Forms

SPECIMEN OF APPLICATION

[On the Letter Head of the Bidder]

(Date and Ref)

To
The Executive Engineer (Design)
Deendayal Port Authority
(Address _____)

Pin Code: _____

Dist- Kutch (Gujarat)

Sub:- Appointment of Transaction Advisor for providing Legal, Technical And Financial Transactions for all proposals of Deendayal Port Authority on PPP/Captive Mode ”

Dear Sir,

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

1. I/We acknowledge that DPA will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to DPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of DPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
 - a) I/We have examined and have no reservations to the Tender Documents, including any Addendum which may be issued by DPA;
 - b) I/We do not have any conflict of interest in accordance with the terms set forth in this Tender document
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with DPA or any other public sector enterprise or any government, Central or State; and

d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I/We acknowledge that, in case of being pre-qualified the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
7. When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
8. I/We also declare that, our firm or its associates has not been banned/black-listed/de-listed by any Central / State/Public govt. Agency/PSUs.
9. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Advisor, without incurring any liability to the Bidders in accordance with the Tender document.
10. I/We declare that we are not a Member of any other Consortium applying for Selection as an Advisor.
11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we or our associates have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DPA [and/or the Government of India/Gujarat] in connection with the selection of Advisor or in connection with the selection process itself in respect of the above mentioned Assignment.
15. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 days from the Due Date specified in the Tender.
17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided in the tender.

18. In the event of my/our firm being selected as the Advisor, I/we agree to enter into the Consultancy Agreement with DPA for the said Assignment in such manner as set out in the Tender Document.
19. I/We have studied Tender and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
20. The Financial Proposal is submitted online only. The Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the Tender and shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.
22. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
23. I/We agree and understand that this Proposal is subject to the provisions of the Tender documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
24. I/We agree and undertake to abide by all the terms and conditions of the Tender document.
25. I/We agree and undertake to be liable for all the obligations under the Tender documents till the completion of the Assignment/ Services in accordance with the terms of the Tender documents.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)

Note:

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

CERTIFICATE OF TURNOVER OF BIDDER

S. No.	Financial Year	Turnover (Rs.cr)
1.	2023-24	
2.	2022-23	
3.	2021-22	
Average Annual Turnover (Rs. cr)		

Certificate from the Statutory Auditor

This is to certify that (name of the Bidder) has received the payments shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory along with UDIN/membership number)

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

Notes:

- i. Bidder should fill in details as Single Entity Bidder.
- ii. The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice. The certificate of Chartered Accountant or Statutory Auditor should be in original or notarized.
- iii. The financial year would be the same as followed by the Bidder for its annual report.
- iv. In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the Tender.

Specimen EMD (Bank Guarantee Format)

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

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

Beneficiary:(Name and Address of Employer/Board)

Board of Deendayal Port Authority.

Date: _____

Tender Guarantee No.:

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

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

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

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

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

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

[Signature(s)]

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

In the event that credit is being taken for the Similar Assignment and/or Turn Over of an Associate, as defined in Clause No. 2.2.14, the Bidder should also provide a certificate in the format below

Certificate from Statutory Auditor/ Company Secretary regarding Associate**

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty percent) of the subscribed and paid up voting equity of (name of the Associate) is held, directly or indirectly*, by _____ (name of Applicant/Bidder). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of the Clause No. 2.2.14 of the Tender no ____ of 2024-25 invited by Deendayal Port Authority .

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/Bidder in the Associate}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory, UDIN / membership number):

Date:

Note: *In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

** In the event that the Applicant/Bidder exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

ASSIGNMENTS DURING LAST TEN YEARS.

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

	Name of Bidder:	
1.	Name of “Similar Assignment”	
2.	Consultancy Fee of Assignment	
3.	Type of “Similar Assignment”- (in “Port Sector Projects” OR “Core sector Projects”)	
4.	Client Information Name & Address Tel. No., Email & Fax No. (Indicate whether public or private entity)	
5.	Start Date of Assignment	
6.	End Date of Assignment	
7.	Duration (months)	
8.	Scope of Assignment Performed by the Firm for PPP project(s) (along with name of project(s))	
9.	Proof / Certificate from client **	
10.	Consultancy Fees received***	

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

*** This shall be supported by the Statutory Auditor Certificate (in Original) in the following format, for each “Similar Assignment” (defined in Section-IV). The certificate should be on the letter head of the Statutory Auditor with stamp, signature and UDIN/membership number

Certificate from the Statutory Auditor regarding completed Similar Assignments

This is to certify that that the information given under “**Professional Fees Received**”, for the assignments completed during the last 10 years ending last day of the month _____ (month previous to the one in which tender is invited) , as per Column 4 is correct as per the accounts of (name of bidder), having its office at (Office Address of Bidder).

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

PLACE:

DATE:

Name of the Audit firm
Signature
Name
UDIN no.
Membership No.
Firm Reg. No.

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.
- The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.
- Use separate sheet for each completed similar assignment as defined in Form no. 5 of this Tender.
- Assignments with valid experience certificate/completion certificate shall only be considered during evaluation.
- Bidder should fill in details as Single Entity Bidder.
- The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal.
- Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of Tender.

PARTICULARS OF PROPOSED KEY PERSONNEL

Sr. No.	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience (in years)	Employment Profile		Experience in Eligible assignments. (in years)
					Name of Firm	Employed Period (From – To)	
1	Technical Expert-1						
2	Technical Expert-2						
3	Financial Expert -1						
4	Financial Expert -2						
5.	Legal Expert -1						
6	Legal Expert -2						
7	Legal Expert -3						
8	Technical Assistant						
9	Office Assistant-1						
10	Office Assistant-2						

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

Date:

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

CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: ___
2. **Name of Firm** [*Insert name of firm proposing the staff*]: ___
3. **Name of Staff** [*Insert full name*]: ___
4. **Date of Birth:** _____ **Nationality:** _
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment (month & year)*]: _____
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)*]:

From [Month & Year]: _____ To [month &Year]: _____ Employer: ____ Positions held: _____	Project 1..... Name of assignment: ____ Name of PPP project(s): ____ Project Sector (Core Sector OR Port Sector): From [Month &Year]: _____ To [month &Year]:____ Location: ____ Client: _____ Main project features: _____ Positions held: _____ Activities performed:
	Project 2..... Name of assignment: ____ Name of PPP project(s): ____ Project Sector (Core Sector OR Port Sector): From [Month &Year]: _____ To [month &Year]:____ Location: ____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

11. Certification:

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

_____ Date: .

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

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

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

Notes:

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

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

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

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

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for Providing Legal, Technical and Financial Transactions for all ongoing & future proposals of Deendayal Port Authority on PPP/Captive mode for the period of two years and further extendable for one year.

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

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

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

Note: To be executed by the Bidder.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate value and duly notarized by a notary public.

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

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

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

PRICE BID

SCHEDULE FOR ITEM OF WORK:

“PROVIDING LEGAL, TECHNICAL AND FINANCIAL TRANSACTIONS FOR ALL PROPOSALS OF DEENDAYAL PORT AUTHORITY ON PPP/CAPTIVE MODE ”

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

Description	Lump-sum charges including all taxes, duties for performing scope of work as per clause no. 3.2 of the Tender for the subject work. The amount quoted shall be exclusive of Goods & Service Tax which shall be reimbursed in accordance with clause no. 5.13 of Tender document.					
	Year - 1	Year -2	Year – 3	Year – 4	Year – 5	Total
Technical Expert-1						
Technical Expert-2						
Financial Expert -1						
Financial Expert -2						
Legal Expert -1						
Legal Expert -2						
Legal Expert -3						
Technical Assistant						
Office Assistant -1						
Office Assistant -2						
Other Miscellaneous Expense						
Total						

The above breakup towards remuneration of Key personnel & other expenses shall be considered only for the purpose of calculation towards Deductions to be made as per the clause no. 5.6 of the Tender
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.

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

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the Employer/ Purchaser)
I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three 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 purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

Corporate Seal (where appropriate)

SECTION- VII

LETTER OF ACCEPTANCE AND FORMS OF SECURITIES

LETTER OF ACCEPTANCE

(On the letter head paper of the Deendayal Port)

To: _____
(Name & address of advisor)

Date: _____

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 90 days from the date of completion of contractual obligations, and also sign the contract agreement within (21) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Please acknowledge receipt.

Yours faithfully

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

(The above proforma may be modified at the time of issuance to the successful bidder)

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY DEPOSIT

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

To,

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____

(Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board starting 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, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or

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

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

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

7. It is also hereby agreed that the Courts in 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).”

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

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

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

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

SECTION-VIII Form of Agreement

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

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

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

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

Balance amount of Rs.«Balance SD»Rs. ____ /- to be recovered from work bills.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this agreement viz.:-
 - i. The tender submitted by the Consultant.
 - ii. The conditions of contract.
 - iii. The entire scope of work as per SECTION-III
 - iv. The schedule of items of work with quantities and rate.
3. The Consultant hereby covenants with the Board to complete the work in conformity, in all respects to the satisfaction of Board in accordance with the provision of the contract.
4. The Board hereby covenants to pay the Consultant in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.

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

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

M/s _____

(Name, signature description and seal of

Technical Consultant)

Witness: (Name, signature, address)

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

Witness: (Name, signature, address)

(1) _____

(2) _____

Chief Engineer
Deendayal Port Authority
(For and on Behalf of the
Board of Deendayal Port Authority.)

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

Secretary
Deendayal Port Authority

SECTION – IX

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

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

(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

Section 10 - Other Provisions

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

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



(For & on behalf of the Principal)

अधिकासी अभियंता (प्रकल्प)
Executive Engineer (Design)
दीण्णल पोर्त प्राधिकरण
Deendayal Port Authority

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

Signature of Witness: 
(Name & Address)

Pahrajit. H. Asomani
Room no-214
A.O. Building, DPA
Gandhidham

Signature of Witness:
(Name & Address)

Place: Gandhidham

Date: ___/___/20___

GUIDELINES ON BANNING OF BUSINESS DEALINGS

(Effective from 01/01/2023)



-- DEENDAYAL PORT AUTHORITY --
दीनदयाल पत्तन प्राधिकरण



DEENDAYL 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 HoDs will nominate the	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be 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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