DEENDAYAL PORT AUTHORITY

DEVELOPMENT, OPERATION & MAINTENANCE OF BERTH 15 & 16 FOR HANDLING MULTIPURPOSE CARGO (CLEAN CARGO) AND CONTAINERS AT KANDLA ON DBFOT BASIS UNDER PPP MODE

REQUEST FOR QUALIFICATION 2025

DEENDAYAL PORT AUTHORITY

ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

Tender No: MS/WK/954 Date: 31.12.2025

Global Invitation for Qualification for "Development, Operation & Maintenance of Berth No. 15 & 16 for Handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT Basis under PPP Mode" for a concession period of thirty (30) years.

The Board of Authority of Deendayal Port (the "**Authority**") invites Application from interested parties (the "**Applicants**") in accordance with the Request for Qualification (RFQ) document in order to pre-qualify prospective Applicants who can subsequently bid for the Project as per Request for Proposal (**RFP**) document. The estimated cost of the project is **Rs. 733 Crores.**

The RFQ Document containing brief scope of the Project, Instructions to Applicants and Evaluation Criteria, can also be downloaded from 31.12.2025 onwards by the Applicants from the Deendayal Port Authority website http://www.deendayalport.gov.in & https://tender.nprocure.com.

However, the Applicants who wish to attend the Pre-Application conference as mentioned in this RFQ, should make payment of **Rs. 94,400/-(Rupees Ninety Four Thousand and Four Hundred only)** inclusive of GST**,** towards the cost of document and their representative attending the conference shall carry an attested copy of the receipt for payment of **Rs. 94,400/-(Rupees Ninety Four Thousand and Four Hundred only)** inclusive of GST**,** to the Authority towards the cost of the RFQ document. **Under no circumstances the cost of RFQ document shall be returned**. The Applicants shall provide details of contact person with the Name, Postal address, Telephone No., & E-mail ID.

The Applicants shall upload the copy of the transaction details of RTGS/ NEFT / Bank Transfer etc. along with the application for having remitted the tender fee in N-Procure portal, without which the application shall be summarily rejected. The Authority shall not be liable/responsible for any connectivity/internet problem either with the user side/NIC/Bank. It is in the own interest of the Applicants and the Applicants may get it verified from Bank that the requisite money has been received by the Authority for the NIT in which they are participating.

The bank details of Deendayal Port Authority are as below: -

Name of Bank & Address: Bank of Baroda, Gandhidham Branch

Account No: 10080100022427

IFSC Code: BARB0GANKUT

Time period for downloading the document: **From 31.12.2025 to 19.02.2026.**

The completed Application in the required format containing all the information requested in the RFQ document shall be submitted online in N-Procure portal before 15:00 hours IST on 20.02.2026 and the original documents shall be submitted by post or hand before 16:00 hours IST on 27.02.2026 hours to the office of Chief Mechanical Engineer, Room No. 316, Annex, A.O. building, Deendayal Port Authority, Gandhidham – 370 201.

The schedule of activities till submission of the applications is as under:

1	Start & End Date of downloading the RFQ Document	31.12.2025 to 19.02.2026
2	Last date of receiving queries regarding RFQ	27.01.2026
3	Pre-Application Conference	(i) 03.02.2026 at 15:30 hrs. either in Board room at A.O. building, Deendayal Port Authority, Gandhidham – 370 201, Kutch Gujarat. OR (ii) through Video Conference, at same date & time.
4	Authority response to RFQ queries latest by	10.02.2026
5	Last date of submission of online Applications	20.02.2026 by 15:00 Hrs.
6	Submission of original documents	27.02.2026 by 16:00 Hrs

Note: Any updation/amendment to the RFQ document/bidding schedule will be uploaded on the Authority's website i.e. **http://www.deendayalport.gov.in** as well as on http://tender.nprocure.com

Chief Mechanical Engineer
Deendayal Port Authority
Tele: +91-2836-270632
M.: 8320181569

GLOSSARY

Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.5
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
BOT	Build, Operate and Transfer
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of India
Highest Bidder	As defined in Clause 1.2.8
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 (ii)
Original Documents	As defined in Clause 1.1.5
PPP	Public Private Partnership
Royalty	As defined in Clause 1.2.8
Project	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Clause 1.2.1
RFQ	As defined in the Disclaimer
SPV	As defined in Clause 2.2.6
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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DISCLAIMER

The information contained in this Request for Qualification document (the "RFQ") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ 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 RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the "**Application**"). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ 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, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding 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 RFQ. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to select pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

DEENDAYAL PORT AUTHORITY

1. INTRODUCTION

1.1. Background

1.1.1. The Port of Kandla, built in 1931, owes its origin to the ruler of the then princely state of Kutch, Maharao Khengarji III. He wanted an all-weather closed port for his kingdom and built an RCC jetty where ships of about 8.8 meters draft could berth round the year. This jetty which is located at Old Kandla, became the nucleus of what in later years was to emerge as the Kandla Port. On January 20, 1952, Pandit Jawaharlal Nehru, the then Prime Minister of India, laid the foundation stone for the new Port on the Western Coast of India. It was declared a Major Port on April 8, 1955 by Late Shri Lal Bahadur Shastri, the then Minister of Transport and the Port Trust was formed in 1964 under the Major Port Trust Act 1963 enacted by Parliament. Since then the Major Port of Kandla has come a long way in becoming the 'Port of the New Millennium'.

Deendayal Port (erstwhile Kandla Port) is one of the twelve major ports in India and is located on the West Coast of India, in the Gulf of Kutch at $23^0$01'N and $70^0$13'E in the state of Gujarat in India. Deendayal port primarily services the Northern India hinterland, including the land locked states of Jammu & Kashmir, Uttar Pradesh, Madhya Pradesh and Gujarat.

India, with its vast coastline of about 11,098 km, has twelve major ports distributed along the eastern and western coast of the country. All the major ports are currently organised as Major Port Authorities which were autonomous bodies managed by Board of Authorities appointed by the Government of India, through Ministry of Shipping, Ports and waterways (MoSPW). The Major Port Authorities Act 2021 is the governing statute for administration of Major Ports.

Now, on 18 February 2021, Major Port Authorities, (MPA) Act 2021 notified in the Gazette of India same has come into force from 3 November 2021. Under, MPA 2021, Deendayal Port Trust (DPT) have become Deendayal Port Authority (DPA)

The traffic handled by Deendayal Port has shown a consistent increase and it's been growing at a faster pace. The total traffic handled by the Port has gone from 41.52 million tons in year 2004-05 to 150.15 million tons (A cargo mix of Containers, Liquid, Bulk, Break Bulk and other Project cargo etc.) in the year 2024 -25.

Subject Project Berths No. 15 & 16 were previously operational under PPP for handling Multipurpose cargo (other than liquid and container cargo), which were handed over by the

Concessionaire to DPA post termination process. Presently, DPA is carrying out the cargo handling operation at berths No. 15 & 16. Both these mentioned berths are encumbrance free and under the ownership of the Port Authority and operated by the Port for handling multiple cargo.

Rationale of the Project

Presently, DPA in the light of increasing future demand for Multipurpose Cargo (Clean Cargo) and Container Cargo handling facilities, in order to attract good volume of containerized cargo at Kandla and maintain cleanliness at the port as well, which would be better for the Port in long term, envisage and proposes to undertake the 'Development, Operation & Maintenance of Berth no. 15 & 16 for handling Multipurpose Cargo (Clean cargo) and Container Cargo at Kandla on DBFOT basis under PPP Mode, for handling clean cargo viz. Iron & Steel products, Food grains, Sugar, Rice, Salt, Silica clay, Project cargo etc. and containers allotting the berths to a single operator, at **"as-is-where is"** basis through DBFOT basis under Public-Private Partnership (PPP) mode.

The objective of the Project is to develop a modern and mechanized container handling facility along with state of the art equipment's for handling containers at Kandla of IMPEX containers and Multipurpose Cargo (Clean cargo) inside the Port premises, and then to augment the business, operate and maintain the facility for the tenure of 30 years. The initiative will enable efficient handling of vessels, leading to their faster turnaround.

The envisaged total quay length is 600 meters, which can accommodate a minimum of 02 vessels each of 300 m. The berth nos. 15 & 16 are already constructed and presently under operations of the Port and the total approx. 43.40 Ha backup area shall be utilized for the Stackyards, rail yard, office buildings and other allied infrastructures.

Details of Multipurpose Cargo (Clean Cargo) handled (in MTs) at Deendayal Port Authority:

Commodity	2020-21 (MT)	2021-22(MT)	2022-23(MT)	2023-24 (MT)	2024-25 (MT)
IRON & STEEL PRODUCTS	1814083	1035087	1500347	1351376	1416235
FOODGRAIN	2109014	5660757	5626270	1062705	3209768
Project cargo (Machinery)	240006	107725	66629	17599	32233
Wooden Logs	2111763	2521042	3137613	3153811	5481123
SUGAR	3648186	2521499	2880175	1610320	1236198
SALT	19026927	18237472	24016546	9353893	17442539
Other Clean Cargo / sand clay	302616	284637	794471	18001675	19611183

Details of Containers handled (in TEUs) at Deendayal Port Authority:

Commodity	2020-21	2021-22	2022-23	2023-24	2024-25
Containers (in TEUs)	510001	486387	490084	467923	475215

DPA in the light of increasing future demand for Multipurpose Clean Cargo and Container handling facilities, in order to attract good volume of cargo at Kandla and maintain cleanliness at the port as well, which would be better for the Port in long term, envisage and proposes to undertake Development, Operation & Maintenance of Berth No. 15 & 16 for handling Multipurpose Cargo (Clean Cargo) and Containers facilities at Kandla on DBFOT Basis under PPP mode, and has decided to carry out the bidding process for selection of the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Optimal Capacity (In Million TEUs Per Annum) TEU	Optimal Capacity (In Million Metric Ton Per Annum) MMTPA	Project Cost (In Rs. Crore)
Development, Operation & Maintenance of Berth No. 15 & 16 for Handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT Basis under PPP Mode	0.60 TEU for Containerized Cargo	5.08 MMTPA for Multipurpose Clean cargo	733

The facility envisaged shall be used for handling multipurpose cargo (clean cargo) and container cargo. The terminal designed for handling vessels of up to 75000 DWT of multipurpose cargo (clean cargo) and 6000 TEUs of container cargo and up to 14.5 m draft below CD.

The total quay length is 600 meters, which can accommodate a minimum of 2 vessels of 300 m each. The berth nos. 15 & 16 are recently constructed and presently under operations, which shall be further developed at an estimated cost of Rs. 733 Crore. The facility shall have the capacity to cater Multipurpose Clean cargo of 5.08 MMTPA and Container cargo of 0.60 million TEUs and or total cargo of 14.10 MMTPA. The implementation period for the complete project facility is reckoned in 18 months from the date of award of Concession.

BRIEF DETAILS OF THE PROPOSED PROJECT

The main components of the Project which shall be constructed by the Concessionaire /PPP operator are:

The proposed Project shall be developed in a single Phase. The concessionaire shall equip the Berth No.15 & 16 and develop the backup area, equipment and allied facilities by the end of 18th Month.

The Project involves Container handling equipment's i.e., RMQCs, RTGCs, Tractor trailers, ECH, Reefer Stackers, MUV Vehicle along with development of Container Stacking yard, and Multipurpose handling equipment's i.e., Mobile Harbor Crane, Fork lift, payloaders, Dozier,

Hoppers, Grabs, Trailers etc. along with development of Cargo yard, Storage shed. Ancillary facilities like the Terminal Building, Work Stations, Storage Yard, Internal Road Infrastructure, Drainage System, Firefighting Systems, Power Supply, Water Supply, Communication System etc. to the required extent for the Project. The existing assets of the berth-15 & 16 shall be handed over to the concessionaire on "**as-is-where is**" basis, the list of which and related terms and conditions shall be informed in the later stages.

Facility planning has been undertaken in line with the market demand anticipated. Civil infrastructure and equipment are planned taking into account the latest developments in similar terminal/ ports worldwide. The proposed Project shall be developed in single phase of 18 months.

The broad scope of work (not limited to) of the concessionaire/PPP operator are as follows:

- All civil, mechanical, electrical and IT implementation work including any other component relating to development of the Clean Cargo (Clean Cargo) and Container handling.
- Installation of different equipment for loading / unloading of cargo at the berth and other associated facilities required for transfer of cargo.
- Development of Back Up Area for handling Clean Cargo (Clean Cargo) and Containers being handled at the berth along with all associated facilities including but not limited to stacking yards, Storage Shed, gate area firefighting and other associated facilities, operational, administrative & welfare buildings and amenities like drainage facilities, water supply, toiler blocks etc.
- All electrical works connected with power distribution, illumination and operation of different equipment within the project area.
- Installation of firefighting and disaster management facility.
- Compliance with environmental laws including obtaining and keeping all required statutory clearances & consents in force throughout the concession period which shall include construction, operation, and maintenance phases of the Project.
- Planning, designing, construction, operation and maintenance of all concerned works shall comply to the relevant Indian Standards and in the absence of Indian Standards, relevant International Standards shall be complied with, Safety precautions as per statutory requirements and IMO guidelines shall also be complied with.
- The concessionaire shall ensure compliance to Quality, Occupational Health, Safety and ISPS Codes as may be prevailing from time to time.
- Gate office and security check
- The concessionaire shall provide equipment required for executing cargo handling operations at the berth.
- A separate building to be proposed with an integrated command centre for centralized monitoring of operations, safety, etc. and other related equipment, O&M personnel, security personnel, etc.
- Repairing/ demolition/ uninstallation of any existing structure shall be in the scope of the concessionaire. Cost of repair and maintenance, and, cost to put in operation (if any) of the existing equipments will be under the scope of the Concessionaire.
- Business augmentation, operation and maintenance of the facilities proposed throughout the concession period including attending to repairs and replacements of the infrastructure / facilities as may be needed during the concession period and handing over of the entire

infrastructure facilities and equipment to the Port Authority in satisfactory working condition at the time of handing over of the Project at the end of the concession period or earlier, if so occasioned.

This Project is proposed to be developed on Design, Build, Finance, Operate and Transfer (DBFOT) basis by a private developer to be selected through an international competitive bidding process. The successful Applicant at the end of the bidding process may be awarded Concession by Authority to implement the Project. The Concessionaire shall be responsible for the design, engineering, financing, procurement, construction, implementation, commissioning, operation, business augmentation & management and maintenance of the Project under the Concession Agreement (CA) to be executed by the Concessionaire and the Authority.

The Authority intends to pre-qualify suitable Applicants (the "Bidders") who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2. The selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to execution of the concession agreement (the "Concessionaire") shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long term concession agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3. The scope of work will broadly include construction, designing, engineering, financing, procurement, implementation, commissioning, operation, management and maintenance of the Project for defined concession period.

1.1.4. Indicative capital cost of the Project (the **"Estimated Project Cost")** will be revised and specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders. For the purpose of this RFQ, the Estimated Project Cost stands as Rs. 733 Crore.

1.1.5. The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications through online (the "**Application Due Date**") and submission of original documents physically (the "**Original Documents**").

1.2. Brief description of Bidding Process

1.2.1. The Authority has adopted a two-stage process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. The first stage (the "**Qualification Stage**") of the process involves qualification (the "**Qualification**") of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the "**Applicant**"), which expression shall, unless repugnant to the context, include the Members of

the Consortium). At the end of this stage, the Authority expects to announce suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "**Bid Stage**") comprising Request for Proposals (the "**Request for Proposals**" or "**RFP**").

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.2. In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified by the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.

1.2.3. In the Bid Stage, the Bidders will be called upon to submit their financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by the Authority (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every Bidder on payment of **Rs.377,600/- (Rupees Three Lakh Seventy Seven Thousand and Six Hundred only)**, inclusive of GST. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").

1.2.4. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent to about 2% (two per cent) of the Estimated Project Cost (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5. Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.6. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.7. As part of the Bidding Documents, the Authority will provide a draft Concession Agreement and feasibility report prepared by the Authority's consultants and other information pertaining/ relevant to the Project available with it.

1.2.8. Bids will be invited for the Project on the basis of royalty to the Authority (the "**Royalty**") quoted by a Bidder for award of the concession. The concession period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. The Royalty shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the highest Royalty.

In this RFQ, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest Royalty.

1.2.9. Concessionaire shall fix the Tariff based on market conditions and on such other conditions, if any, as may be notified and made applicable by a competent authority, under the provisions of the MPA Act.

1.2.10. Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.11. Any queries or request for additional information concerning this RFQ shall be submitted in writing or by e-mail to the officer designated in Clause 2.13.4 below. The envelopes/ communications shall clearly bear the following identification/ title:
"Queries/ Request for Additional Information: RFQ for "**Development, Operation & Maintenance Berth No. 15 & 16 for Handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT Basis under PPP Mode**".

1.3. Schedule of Bidding Process

1.3.1. The Authority shall endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
Qualification Stage		
1	Last date for receiving queries	27.01.2026
2	Pre-Application Conference	03.02.2026 at 16.00 hrs. either: (i) in Board room at A.O. building, Deendayal Port Authority, Gandhidham – 370 201, Kutch Gujarat. OR (ii) through Video Conference, at same date & time.
3	Authority response to queries latest by	10.02.2026
4	Application Due Date (last date of submission of online Application)	20.02.2026 by 15:00 Hrs
5	Opening of RFQ Application on n-procure Portal	20.02.2026 by 16:00 Hrs
6	Submission of Original Documents	27.02.2026 by 16:00 Hrs
Sr. No.	**Event Description**	**Estimated Date**
Bid Stage		
1	Start date of downloading the Bid Documents	[To be intimated at a later stage]
2	Last date for receiving queries	[To be intimated at a later stage]
3	Pre-Bid meeting	[To be intimated at a later stage]
4	Authority response to queries latest by	[To be intimated at a later stage]
5	Bid Due Date (last date of submission of Online Bids)	[To be intimated at a later stage]
6	Submission of Original Documents	[To be intimated at a later stage]
7	Opening of Bids on n-procure portal	[To be intimated at a later stage]
8	Letter of Award (LOA)	Within 30 days of Bid Due Date
9	Validity of Bids	120 days of Bid Due Date

2. INSTRUCTIONS TO APPLICANTS

A. General

2.1. Scope of Application

2.1.1. The Authority wishes to receive Applications for Qualification in order to pre-qualify experienced and capable Applicants for the Bid Stage.

2.1.2. Pre-qualified Applicants may be subsequently invited to submit the Bids for the Project.

2.2. Eligibility of Applicants

2.2.1. For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

a) The Applicant for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

b) An Applicant may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

c) An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i). the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (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 of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 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 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 section 4A of the Companies Act 2013. For the purposes of this Clause 2.2.1(c), 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% of the subscribed and paid up equity shareholding of such intermediary;

or

(ii). a constituent of such Applicant is also a constituent of another Applicant;

or

(iii). such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof;

or

(iv). such Applicant has the same legal representative for purposes of this Application as any other Applicant;

or

(v). such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other;

or

(vi). such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:
In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium

2.2.2. To be eligible for pre-qualification, an Applicant shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

(i). paid for, or received payments for, construction of Eligible Project(s) and for Operation of Eligible Projects under Category 3; and/or

(ii). paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/ or

(iii). collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1, such that the sum total of the above is more than Rs.1,466 Crore (Indian Rupees One Thousand Four Hundred and Sixty Six Crores Only) (the "**Threshold Technical Capacity**").
[Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1.]

(B) **Financial Capacity:** The Applicant shall have a minimum Net Worth (the "**Financial Capacity**") of Rs.183.25 Crore (Indian Rupees One Hundred Eighty Three Crore and Twenty Five Lakhs Only) at the close of the preceding financial year.
In case of a Consortium, the combined technical capacity and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 1 (one) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV specified in the Concession Agreement.

2.2.3. **O&M Experience:** The Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten percent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to Rs. 733 Crores (Indian Rupees Seven Hundred and Thirty Three Crore Only). In case the Applicant is not a Consortium, it shall be eligible only if it has equivalent experience of its own or through its Associates. In the event that the Applicant does not have such experience, it should furnish an undertaking that if selected to undertake the Project, it shall for a period of at least 5 (five) years from the date of commercial operation of the Project, enter into an agreement for entrusting its operations & maintenance (O&M) obligations to an entity having the aforesaid experience, failing which the Concession Agreement shall be liable to termination. The Applicant shall have to submit the Undertaking in this regard as per the format stated in Appendix VIII.

2.2.4. The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

(i). Certificate(s) from its statutory auditors[$] or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

[$] In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have

statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

(ii). certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.5. The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6. Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "**SPV**"), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

(a) Number of members in a consortium shall not exceed 6 (six), but information sought in the Application may be restricted to 4 (four) members in the order of their equity contribution;
(b) subject to the provisions of clause (a) above, the Application should contain the information required for each member of the Consortium;
(c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
(d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
(e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
(f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
(g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "**Jt. Bidding Agreement**"), for the purpose of making the Application and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
    (i). Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the

Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;

(ii). clearly outline the proposed roles and responsibilities, if any, of each member;

(iii). commit the minimum equity stake to be held by each member;

(iv). commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 1 (one) year from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV specified in the Concession Agreement;

(v). members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and

(vi). include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

(h) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.8. An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, 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 Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9. In computing the Technical Capacity and Net Worth of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible here under.

For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (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.

2.2.10. The following conditions shall be adhered to while submitting an Application:

(a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre- qualification;

(c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and

(d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11. While Qualification is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Application, not less than 15% (Fifteen percent) or more of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or

(b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (Fifteen percent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member; if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (Fifteen percent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member; then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and

definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.12. Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3. Change in composition of the Consortium

2.3.1. Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.3.2. Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

(a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
(b) the Lead Member continues to be the Lead Member of the Consortium;
(c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification criteria for Applicants; and
(d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/ Member/ Associate of any other Consortium bidding for this Project.

2.3.3. Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.4. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.5. Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4. Number of Applications and costs thereof

2.4.1. No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case maybe.

2.4.2. The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6. Acknowledgement by Applicant

2.6.1. It shall be deemed that by submitting the Application, the Applicant has:

(a) made a complete and careful examination of the RFQ;
(b) received all relevant information requested from the Authority;
(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
(d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7. Right to accept or reject any or all Applications/Bids

2.7.1. Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.

2.7.2. The Authority reserves the right to reject any Application and/ or Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or
(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

(i). invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or

(ii). take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre- qualification conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4. The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. DOCUMENTS

2.8. Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

Section1. Introduction
Section2. Instructions to Applicants
Section3. Criteria for Evaluation
Section4. Fraud & Corrupt Practices
Section5. Pre-Application Conference
Section6. Miscellaneous

Appendices

I. Letter comprising the Application
II. Power of Attorney for signing of Application
III. Power of Attorney for Lead Member of Consortium
IV. Joint Bidding Agreement for Consortium
V. Guidelines of the Department of Disinvestment
VI. Information for Security Clearance
VII. Proforma for Security Clearance
VIII. Undertaking for entering into Operation & Maintenance (O&M) agreement.
IX. Policy for preventing private sector monopoly in Major Ports.
X. Integrity Pact

2.9. Clarifications

2.9.1. Applicants requiring any clarification on the RFQ may notify the Authority in writing or by e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will also be uploaded on the Authority website as well as on n-procure portal. The Authority will forward all the queries and its responses thereto, to all the purchasers of RFQ, without identifying the source of queries.

2.9.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10. Amendment of RFQ

2.10.1. At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.10.2. Any Addendum thus issued will be uploaded on the Authority website www.deendayalport.gov.in as well as n-procure portal.

2.10.3. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11. Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12. Format and signing of Application

2.12.1. The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats via online mode complete in all respects. However, Power of Attorney for signing of Application, Power of Attorney for Lead member of Consortium and Joint Bidding Agreement etc. as specified in clause 2.13.2 of the RFQ shall also be submitted in hard copies.

2.12.2. The Application and the Original Documents shall be typed and signed in indelible ink by the authorized signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers.

2.13. Submission of Applications

2.13.1. The Applicant shall submit the Application online through n-procure portal http://tender.nprocure.com comprising of the following documents along with supporting documents as appropriate:

Application shall contain:

(i). Letter comprising the Application in the prescribed format (**Appendix I**) along with Annexes and supporting documents;

(ii). Power of Attorney for signing the Application as per the format at **Appendix II**;

(iii). if applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix III**;

(iv). copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix IV**;

(v). copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;

(vi). copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and

(vii). Guidelines for the Department of Disinvestment as per format at **Appendix V**

(viii). Self-Generated Acknowledgement document from 'e-SAHAJ' to be sealed & signed and submitted as part of Information for security clearance at **Appendix VI**.

(ix). Undertaking for entering into Operation & Maintenance (O&M) agreement – **Appendix VIII**. (If applicable)

(x). Policy for preventing Private Sector Monopoly in Major Ports as per format at **Appendix IX.**

(xi). Proforma for Security Clearance as per format at **Appendix VII** duly filled, sealed and signed**.**

(xii). 'Integrity Pact 'duly sealed and signed by the Applicant & one witness as per format at **Appendix X**.

2.13.2 The Applicant shall submit the following Original Documents to the Authority on the date and time as specified in Clause 1.3 (Schedule of Bidding Process);

a) Power of Attorney for signing the Application as per the format at **Appendix II**;
b) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **Appendix III**;
c) Joint Bidding Agreement, in case of a Consortium, substantially in the format at **Appendix IV**;
d) Proforma for Security Clearance as per format at **Appendix VII** duly filled, sealed and signed (12 number of sets)**.**

2.13.3 The documents listed in clause 2.13.2 shall be placed in an envelope and sealed. The envelope shall clearly bear the following identification: Original Documents for "**Development, Operation & Maintenance of Berth No. 15 & 16 for Handling Container and Multipurpose**

Cargo (Clean Cargo) at Kandla on DBFOT Basis under PPP Mode" and shall clearly indicate the name and address of the Applicant. In addition, the Date specified in Clause 1.3 should be indicated on the right-hand top corner of the envelope. If the envelope are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and consequent losses, if any, suffered by the Applicant. Applicant (including all of its Consortium Members) failing to submit the original documents required as per Clause 2.13.2 above shall be liable to the rejection of their Applications.

2.13.4 The envelope shall be addressed to the following officer and submitted at the address provided below:

ATTN.OF	: Chief Mechanical Engineer
DESIGNATION	: Chief Mechanical Engineer, Deendayal Port Authority
ADDRESS	: ANNEX, Administrative Building, Post Box No. 50, Gandhidham, Kutch – India – 370 201
TELNO	: (02836) 220636
E-MAIL ADDRESS	: cmedpt@gmail.com, mechprojects.dpt@gmail.com
Website	: www.deendayalport.gov.in

2.14. Application Due Date

2.14.1. Application comprising of the documents listed at Clause 2.13.1 of the RFQ shall be submitted online on n-procurement portal http://tender.nprocure.com on or before the schedule date and time provided in clause 1.3. The Original Documents specified in the Clause 2.13.2 should be submitted on or before the schedule date and time specified in Clause 1.3 at the address provided in Clause 2.13.4. A receipt thereof should be obtained from the office of the official specified at Clause 2.13.4.

2.14.2. The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15. Late Applications

The n-procure portal, http://tender.nprocure.com shall not allow uploading of any Applications after the schedule date and time specified in Clause 1.3. In case the Applicant/Consortium is/are able to upload any document(s) in the n-procure portal after the schedule date and time specified in Clause 1.3 due to any circumstances whatsoever, unless the same has been expressly provided for by the Authority, shall be disregarded. The Original Documents as listed in Clause 2.13.2 received after the schedule date and time specified in Clause 1.3 shall also be rejected.

2.16. Modifications/ substitution/ withdrawal of Applications

2.16.1. The Applicant may modify, substitute or withdraw its Application after submission prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date. The modification, substitution or withdrawal of its Application shall be marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.16.2. The modification, substitution or withdrawal notice for Original Documents shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13.2, with the envelope being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.16.3. Any alteration/ modification in the Application or additional information supplied subsequent to the Date and time specified in clause 1.3, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17. Opening and Evaluation of Applications

2.17.1. The Authority shall open the Applications received online on the date & time as specified in Clause 1.3 (Scheduled of Bidding Process) and in the presence of the Applicants who choose to attend.

2.17.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3. The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section3.

2.17.4. Applicants are advised that pre-qualification and shortlisting of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5. Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.17.7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the prescribed eligibility as specified in clause 2.2.2 of the Applicant.

2.17.8. In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the prescribed eligibility as specified in clause 2.2.2 and may also, while computing the prescribed eligibility make a further deduction equivalent to the

claim rejected hereunder. Where any information is found to be patently false or amounting to a material mis-representation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the pre-qualified and shortlisted Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19. Tests of Responsiveness

2.19.1. Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

(a) it is received as per format at **Appendix I**
(b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
(c) it is received as stipulated in Clauses 2.12 and 2.13;
(d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
(e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
(f) it contains information in formats same as those specified in this RFQ;
(g) it contains certificates from its statutory auditors[$] in the formats specified at Appendix-I of the RFQ for each Eligible Project;
(h) it contains an attested copy of the receipt for payment of **Rs. 94,400/- (Rupees Ninety Four Thousand and Four Hundred only) Inclusive of GST,** to Authority towards the cost of the RFQ document;
(i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause2.2.6 (g);
(j) it does not contain any condition or qualification; and
(k) it is not non-responsive in terms hereof.
(l) It contains Self-Generated Acknowledgement from 'e-SAHAJ', to be sealed & signed by the bidder in **Appendix VI.** *In case e-SAHAJ portal is not operational/functional, non-submission of Acknowledgement from e-SAHAJ shall not be considered as non-responsive as per this clause. Provided, the applicants shall provide proof of non-operational or functional of e-SAHAJ portal.*
(m) Original Documents listed at Clause 2.13.2 have been submitted by the Applicant to the Authority on or before the date and time as specified in Clause 1.3 (Schedule of Bidding Process);

(n) It contains sealed and signed 'Integrity Pact' by the Applicant & one witness as per format at **Appendix X**. *In case of any technical glitch due to which if any Applicant is unable to upload the IP Agreement,* ***the Applicant shall submit the Hard Copy of the duly filled, signed IP Agreement to the Authority within a period of seven days and prior to opening of the RFQ application****, failing which application of Potential Bidder shall be treated as disqualified.*

2.19.2. The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

2.20. Clarifications

2.20.1. To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

[$] - In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

2.20.2. If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALI FICATION AND BIDDING

2.21. Pre-Qualification and notification

After the evaluation of Applications & receipt of Security Clearance, the Authority would announce a list of pre-qualified and shortlisted Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been pre-qualified and shortlisted. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22. Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified and shortlisted Applicants and provisionally pre-qualified and shortlisted Applicants (pending their receipt of Security Clearance) shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23. Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

2.24. Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

2.25. National Security

The list of pre-qualified and shortlisted bidders shall be subject to clearance from National Security perspective.

2.26. Prevention of Private Sector Monopoly in Major Ports

Ministry of Shipping, Government of India vide its letter No. PD-24018/8/2009-PD.III dated 2nd August, 2010 has issued the policy (see Appendix IX) to be followed by all Major Ports while awarding projects to private parties through Public Private Partnership (PPP) route so as to avoid private sector monopoly in the Major Ports. The aforesaid policy or any other* applicable policy shall apply mutatis mutandis to this Bidding Process and the Authority shall be entitled to disqualify any Bidder in accordance with the aforementioned policy.

2.27. Integrity Pact

2.27.1 The bidder has to execute an Integrity pact with the Deendayal Port Authority (As per Appendix no X.). The detailed procedure is given as below in Article 2.27.2

2.27.2 Procedure for signing and submission of Integrity Pact:

I. The potential bidders shall download and print the IP Agreement signed by the Authority and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Authority and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, **the Applicant shall submit the Hard Copy of the duly filled, signed IP Agreement to the Authority within a period of seven days and prior to opening of the RFQ application,** failing which application of potential Bidder shall be treated as disqualified.

2.28. Procedure for e-tendering

2.28.1 It is mandatory for all the Applicants to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or Organization) from any of the licensed Certifying Agency (CAs) (Applicants can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Authority.

DSC should be in the name of the authorized signatory as authorized in Appendix II & III of this RFQ. It should be in corporate capacity (that is in Applicant capacity/in case of Consortium in the Lead Member capacity, as applicable). The Applicant shall submit document in support of the class III DSC.

The authorized signatory holding Power of Attorney or the person executing such Power of Attorney shall only be the Digital Signatory. In other cases, the Application shall be considered non-responsive.

2.28.2 To participate in the RFQ Application, it is mandatory for the Applicants to get their firms registered with n-procure portal https://tender.nprocure.com for getting user ID & password, which has to be obtained prior to application submission. Following may kindly be noted:

a) Registration with n-procure portal of the Authority should be valid at least up to the Application Bid Due Date.

b) RFQ Applications can be submitted only during the validity of registration.

c) Applicant required to provide user ID of n-procure portal to the Authority.

2.28.3 If the firm / Consortium is already registered with n-procure Portal, and validity of registration is not expired, the firm / Consortium is not required a fresh registration.

2.28.4 The Application can be viewed/ downloaded by the Applicant from n-procure portal https://tender.nprocure.com during the time period as specified in Clause 1.3 (Schedule of Bidding Process).

Note:
In case Applicant need any clarifications or if training is required to participate in e-Tendering, they can
contact (n) Procure Support team at following address: -
(n)Code Solutions– A division of GNFC Ltd.,
(n)Procure Cell, 4bl03, GNFC Info tower,
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)

* Issued by the Ministry of Shipping to avoid private sector monopoly in the Major Ports.

3. CRITERIA FOR EVALUATION

3.1. Evaluation parameters

3.1.1. Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2, 2.2.3 and 2.25 (Security Clearance) above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2. The Applicant's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and
(b) Financial Capacity

3.2. Technical Capacity for purposes of evaluation

3.2.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

Category 1: Project experience on Eligible Projects in port sector that qualify under Clause 3.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3.

Category 3: Construction experience and / or operation experience on Eligible Projects in port sector that qualify under Clause 3.2.4.

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4.

For the purpose of this RFQ:

(i). Port sector 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

(ii). core sector would be deemed to include power, telecom, highways, airports, railways, industrial parks, petroleum and natural gas, pipelines irrigation, water supply, sewerage and real estate development.
(Please note: Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant)

3.2.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3. For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which

constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

(b) the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26 % (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed;

(c) the capital cost of the project should be more than **Rs.146.6 Crore (Indian Rupees One Hundred Forty Six Crores and Sixty Lakh Only)** ; and

(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.2.4. For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the prescribed eligibility as specified in clause 2.2.2. The same shall also include the payments made / received with respect to Operation of Project under Category 3. However, payments/receipts of less **Rs.146.6 Crore (Indian Rupees One Hundred Forty Six Crores and Sixty Lakh Only)**; shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.2.5. The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6. Deleted.

3.2.7. Deleted.

3.2.8. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3. Details of Experience

3.3.1. The Applicant should furnish the details of Eligible Experience for the last 5(five) financial years immediately preceding the Application Due Date.

3.3.2. The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of **Appendix I**.

3.3.3. The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of **Appendix I**.

3.4. Financial information for purposes of evaluation

3.4.1. The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.

3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3. The Applicant must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of **Appendix I**.

3.5. Pre-Qualification of Applicants

3.5.1. The Applicants who fulfil the criteria as mentioned in Clause 2.2.2, 2.2.3 and 2.25 (Security Clearance) shall be pre-qualified and shortlisted for the Bid stage. In case of a Consortium, the Aggregate Technical Capacity of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Technical Capacity of the Consortium. However, the pre-qualification of Bidders shall be subject to clearance from National Security perspective as per Clause 2.25 of this RFQ document.

3.5.2. Deleted.

3.5.3. Deleted.

4. FRAUD AND CORRUPT PRACTICES

4.1.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.1.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or

indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

4.1.3. For the purposes of this **Clause 4**, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**Corrupt Practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvasing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-APPLICATION CONFERENCE

1. A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have made payment towards the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants should submit a copy of the transaction details of RTGS/ NEFT / Bank Transfer etc. for the amount specified in Notice Inviting Tender towards the cost of the RFQ, through their representative attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

2. During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
   (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
   (b) consult with any Applicant in order to receive clarification or further information;
   (c) pre-qualify & short-list or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
   (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/or
   (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

3. It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

APPENDIX I: Letter Comprising the Application for Pre-Qualification (Refer Clause 2.13.2)

Date: ../…/2026

To,
The Chief Mechanical Engineer Deendayal Port Authority,
ANNEX, Administrative Office Building,
P.O. Box 50
Gandhidham – Kutch – 370 201
INDIA

Sub: Application for pre-qualification for "Development, Operation & Maintenance Berth No. 15 & 16 for Handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT Basis under PPP Mode".

Dear Sir,

1. With reference to your RFQ document dated ……*, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Appendix I to IX is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, design, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
   (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
   (b) I/ We, do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFQ document; and
   (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 Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

* All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant

(d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project 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/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/employees.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFQ at **Appendix V** thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annex V in **Appendix I** of the RFQ document, and duly signed, is enclosed. The Power of Attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at **Appendix II** and **Appendix III** respectively of the RFQ, are also enclosed.
17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or shall incorporate as such prior to execution of the Concession Agreement.
18. I/ We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.3.
19. 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 the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. I/ We agree and undertake to abide by all the terms and conditions of the "Policy for preventing private sector monopoly in Major Ports" as per the **Appendix IX** of the RFQ document.
21. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
22. I/We certify that in terms of the RFQ, my/our Net worth is Rs. _____ (Rs. In words) and Technical Capacity is Rs. _____ (Rs. In words).
23. At all times, with respect to the details regarding security clearance at Appendix VI and Appendix VII of my/our RFQ application, I/we accept and confirm to communicate to the Port Authority the changes in (a) Management Control of the Company/Companies and/or (b) Change of more than 10% in shareholding in the Company/Companies by any shareholder, within 5 Days of change taking place. Further, I/we accept and confirm that;

    a. I/We shall submit the revised details regarding security clearance provided in Appendix VI and Appendix VII no later than 15 days prior to Bid Due Date in the event of such change;
    b. the revised details regarding security clearance received after the timeline provided in 30 (i) shall not be eligible for consideration and shall be summarily rejected;
    c. failing to inform the Authority about the changes as aforementioned shall be deemed as material suppression of facts and would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law;
    d. the Authority shall not be liable in whatsoever manner for not considering our Bid.

{24. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}[*]

25. The documents, as specified in Clause 2.13.2 of the RFQ, have been submitted in a separate envelope and marked as "Original Documents".

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: (*Signature, name and designation of the Authorized Signatory*)

Place: Name and seal of the Applicant/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

[*] Omit if the Applicant is not a Consortium

Appendix I

Annex-I

ANNEX-I: Details of Applicant

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business:

   (e) GST details:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Application.
   (c) Information regarding the role of each Member should be provided as per table below:

S. No.	**Name of Member**	**Role*** {Refer Clause 2.2.6 (d)}$	**Percentage of equity in the Consortium** {Refer Clauses 2.2.6(a), (c) & (g)}
1.			
2.			
3.			
4.			

*The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

$ All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Applicant/ member of Consortium:

No.	Criteria	Yes	No
1	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application.		
3	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Appendix I

Annex-II

ANNEX-II: Technical Capacity of the Applicant@

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ)

Applicant type #	**Member Code***	**Project Code****	**Category$**	**Technical Capacity¥** (Equivalent Rs. Crore)$$		
				Payments made/ received for construction of Eligible Projects in Categories 3 and 4 and Operation of Eligible Projects in Category 3 if applicable	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Single entity Applicant		a				
		b				
		c				
		d				
Consortium Member 1		1a				
		1b				
		1c				
		1d				
Consortium Member 2		2a				
		2b				
		2c				
		2d				
Consortium Member 3		3a				
		3b				
		3c				
		3d				
Consortium Member 4		4a				
		4b				
		4c				
		4d				
				Aggregate Technical Capacity= _____ Rs Cr.		

@ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3 (b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

***** Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

****** Refer Annex-IV of this **Appendix I**. Add more rows if necessary.

$ Refer Clause 3.2.1.

¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the experience of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the experience of an Eligible Project.

$$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 89.77 (Rupees Eighty Nine and Seventy Seven Paise) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Appendix I

Annex-III

ANNEX-III: Financial Capacity of the Applicant

(Refer to Clauses 2.2.2 (B), 2.2.4 (ii) and 3.4 of the RFQ)

(In Rs. Crore[$$])

Applicant Type[$]	**Member Code[£]**	**Net Cash Accrual[$]**					**Net Worth [€]**
		Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 1**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Applicant							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
Consortium Member 4							
TOTAL							

Name & address of Applicant's Bankers:

[$] An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

[£] For Member Code, see instruction 4 at Annex-IV of this **Appendix I**.

[€] The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

[$$] For conversion of other currencies into rupees, see note below Annex-II of **Appendix I.**

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
    (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
    (b) be audited by a statutory auditor;
    (c) be complete, including all notes to the financial statements; and
    (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax +Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ document.

Appendix I

Annex-IV

ANNEX-IV: Details of Eligible Projects

(Refer to Clauses 2.2.2 (A), 3.2 and 3.3 of the RFQ)

Project Code: **Member Code:**

Item	Refer Instruction	Particulars of the Project
(1)	(2)	(3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction and / or Operations in case of Category 3, if applicable, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	15	

Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.

4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.
5. Refer to Clause 3.2.1 of the RFQ for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction and payment made / received in respect of operations in case of Category 3 should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4.
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Applicant's statutory auditor[$] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.

[$] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

13. If the Applicant is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects[@]

Based on its books of accounts and other published information authenticated by it, this is to certify that_____(*name of the Applicant/Member/Associate*) is/was an equity shareholder in_____(*title of the project company*) and holds/ held Rs. _____ cr. (Rupees _____ crore) of equity (which constitutes____%[¢] of the total paid up and subscribed equity capital) of the project company from _____ (*date*) to_____ (*date*)[¥]. The project was/is likely to be commissioned on _____ (*date of commissioning of the project*).

We further certify that the total estimated capital cost of the project is Rs _____ cr. (Rupees _____ crore), of which Rs. _____ cr. (Rupees _____ crore) of capital expenditure was incurred during the past five financial years as per year wise details noted below:

_____

_____

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ during the past five financial years were Rs. cr. as per year-wise details noted below:

_____

_____

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory)

Date:

[£] Refer Clause 3.2.1 of the RFQ.

[@] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[¢] Refer instruction no. 10 in this Annex-IV.

[¥] In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that _____ (*name of Applicant*) constructed and/ or owned the _____ (*name of project*) from _____ (*date*) to _____ (*date*)."

14. If the Applicant is claiming experience under Category 3 & 4[*], it should provide a certificate from its statutory auditors or the client in the format below:

Certificate from the Statutory Auditor/ Client regarding construction works and / or Operations [@]

Based on its books of accounts and other published information authenticated by it, {this is to certify that _____(*name of the Applicant/Member/Associate*) was engaged by _____(*title of the project company*) to execute _____(*name of the project*) for_____(*nature of project*)}[#µ]. The construction and/or Operations of the project commenced on_____ (*date*) and the project was/ is likely to be commissioned on _____ (*date, if any*). It is certified that _____ (*name of the Applicant/Member/Associate*) received/ paid Rs _____ cr. (Rupees _____ crore) by way of payment for the aforesaid construction works and operation for Category 3 if applicable.

We further certify that the total estimated capital cost of the project is Rs _____ cr. (Rupees _____ crore), of which the Applicant/Member/Associate received/ paid Rs _____ cr. (Rupees _____ crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ, during the past five financial years as per year wise details noted below:

_____

_____

{*It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.*}[£]

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory):

Date:

---

[*] Refer Clauses 3.2.1 and 3.2.4 of the RFQ.

[@] Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[#] In case the Applicant, in Category 3, owned the Eligible Project and engaged a contractor for undertaking the construction works and or operations, this language may be modified to read: "this is to certify that _____(name of the Applicant/Member/Associate) held 26% or more of the paid up and subscribed share capital in the_____(title of the project company) when it undertook construction and or operations of the (name of Project)through _____ (name of the contractor).

[µ] In case the Applicant, in Category 4, owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that _____(name of the Applicant/Member/Associate) held 26% or more of the paid up and subscribed share capital in the_____(title of the project company) when it undertook construction of the (name of Project)through _____ (name of the contractor).

[£] This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership / joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant 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/Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ.

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

{*Describe the share-holding of the Applicant/ Consortium Member in the Associate*}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory):

Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity.

[$] In the event that the Applicant/ Consortium Member exercises control oven an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] 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.

Appendix I

Annex-V

ANNEX-V: Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref: Date: xx/xx/2026

To,
The Chief Mechanical Engineer Deendayal Port Authority,
ANNEX, Administrative Office Building,
P.O. Box 50
Gandhidham – Kutch – 370 201
INDIA.

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that (*insert member's name*) will act as the Lead Member of our Consortium. *

We have agreed that (*insert individual's name*) will act as our representative / will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the Authorized Signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(*Signature, name and designation of the Authorized Signatory*)
For and on behalf of…….

* Please strike out whichever is not applicable.

APPENDIX II: Power of Attorney for signing of Application

(Refer Clause 2.2.5)

Know all men by these presents, We _____ (Name of the Firm and Address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms _____ (Name), _____ son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 application for pre-qualification and submission of our bid for the "**Development, Operation & Maintenance of Berth No. 15 & 16 for handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT basis under PPP Mode**" (the "Project") proposed or being developed by the Deendayal Port (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of 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 _____ 2____.

For,

……

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in*

favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- *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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX III: Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the Deendayal Port ("the Authority") has invited applications from interested parties for the "**Development, Operation & Maintenance of Berth No. 15 & 16 for handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT basis under PPP Mode** " (the "Project").

Whereas, ……., ……., ……. and ……. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at ……., M/s ……. having our registered office at ……., M/s. ……. having our registered office at ……., and M/s ……. having our registered office at……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ……. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of 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 / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____ 2____.

For, …….
(Signature)
…….
(Name &Title)
For, …….
(Signature)
…….
(Name &Title)
For, …….
(Signature)
…….
(Name &Title)

Witnesses:
1.
2.
……
(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *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.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV: Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ____ day of 20___.

AMONGST

1. {…….. Limited, a company incorporated under the Companies Act, 2013} and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

2. {…….. Limited, a company incorporated under the Companies Act, 2013} and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

3. {…….. Limited, a company incorporated under the Companies Act, 2013} and having its registered office at …… (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {…….. Limited, a company incorporated under the Companies Act, 2013} and having its registered office at …… (hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}[$]

The above-mentioned parties of the **First, Second, {Third and Fourth} Part** is collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(A) Deendayal Port Authority, governed by Major Port Authorities Act, 2021, represented by its Chairman and having its principal offices at Gandhidham, Kutch –370 201 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its Request for Qualification No. …… dated …… (the "RFQ") for pre-qualification and of bidders for "**Development, Operation & Maintenance of Berth No. 15 & 16 for handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT basis under PPP Mode** " (the "Project") through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

[$] The number of Parties will be shown here, as applicable, subject however to a maximum of 6(six).

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

(c) {Party of the Third Part shall be the Financial Member of the Consortium; and}

(d) {Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:
{Third Party:}
{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the first anniversary of the date of commercial operation of the Project, beheld by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification of Applicants for the Project in terms of the RFQ.

6.3 Deleted.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6.6 {The Parties undertake that the O&M Member shall subscribe and hold at least % (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i). require any consent or approval not already obtained;

(ii). violate any Applicable Law presently in effect and having applicability to it;

(iii). violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv). violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v). create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case maybe.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of: LEAD MEMBER by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of: SECOND PART by: (Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED For and on behalf of: THIRD PART by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of: FOURTH PART by: (Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED For and on behalf of: FIFTH PART by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of: SIXTH PART by: (Signature) (Name) (Designation) (Address)

In the presence of:

1.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement 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.*

2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

APPENDIX V: Guidelines of the Department of Disinvestment[13]

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July,2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

[13] These guidelines may be modified or substituted by the Government from time to time.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K.Tewari)
Under Secretary to the Government of India.

APPENDIX VI: Information for Security Clearance

Revised formats for seeking Security Clearance for Bidders to be provided in line with Ministry of Shipping letter vide F.No. PD-24018/2/2018-SCC dated 24/08/2018. Considering the same, all the interested Bidders for the above proposal have to register themselves in "e-SAHAJ" portal. Bidders then need to fill up the form, upload documents as instructed and download the self-generated Acknowledgement from 'e-SAHAJ', to be sealed and signed by the Authorized Signatory. The same shall be made part of RFQ Application in here as APPENDIX VI.

MOST IMMEDIATE

F.No.PD-24018/2/2018-SCC
Government of India
Ministry of Shipping
Ports Wing

1, Parliament Street,
Transport Bhawan,
New Delhi – 110 001
Date: 24.08.2018

To

Chairman,
All Major Ports

Subject:- Online submission of Security Clearance proposal to Ministry of Home Affairs through **e-sahaj portal** w.e.f. 1.9.2018-Regarding.

****

Sir,

I am directed to say that Ministry of Home Affairs(MHA) is one of the security agencies for according national security clearance to the bidders participating in PPP projects and dredging projects in Major Ports. Recently, MHA has developed "e-sahaj" portal for submission of security clearance proposal in respect of Ministry of Civil Aviation(MoCA) and presently functional. Now MHA has extended the "e-sahaj" portal to all Ministries/Departments who are seeking security clearance from them. This e-sahaj portal will be effective from 1.9.2018 and thereafter they will not accept security clearance proposal in physical form. However, in respect of Ministry of Defence(MoD) and Ministry of External Affairs(MEA) the proposal will continue to be sent in physical form..

2. All forms meant for submitting security clearance from MHA have been uploaded in e-sahaj portal. The process for submitting security clearance from MHA will be as followed:-

(i) All bidders participating in PPP/dredging projects will have to register themselves in "e-sahaj" portal. The log-in id and password would be provided through email and SMS through Mobile No.(ISD/STD/Local).

Bidders then need to fill up the form, upload documents as instructed and then send to concerned Port.

(ii) It is observed that PPP/dredging projects are mainly dealt by Chief Engineer(CE) or Chief Mechanical Engineer (CME). They would be the Nodal Officer for e-sahaj portal in their respective Port and their subordinates would be the Associate Officers. Each Port to intimate the details of Nodal Officers and Associate Officers such as their name, designation, mobile No. and official email id. On receipt of the above, NIC will be providing Log in id and password to each Nodal Officer and Associate Officer.

(iii) Concerned Nodal Officer will get email/SMS alert of receiving security clearance proposal. Through login id and password, Nodal/Associate Officer will be able to see the application. Nodal Officer/Associate Officer after verifying the application would forward the proposal to Ministry of Shipping.

(iv) Ministry of Shipping on receipt of the proposal would verify the application and if complete in all respect, forward the same electronically to MHA.

3. All Ports are therefore requested to nominate CE & CME as Nodal Officer and their subordinates as Associate Officer. Ports like JNPT, KPL where CE, CME Posts do not exist, may nominate officer holding equivalent post as Nodal Officer and Associate Officer. A proforma for nominating Nodal Officer and Associate Officer is enclosed as **Annexure-A**.

4. It is also informed that trial run of e-sahaj would be opened on 27.8.2018 and NIC in MHA and MoCA will be holding an interactive session tentatively on 29.8.2018 or 30.8.2018 for handholding the process. Initially, Nodal Officers/Associate Officers of JNPT, VoCPT and Haldia Dock Complex may be deputed for the above mentioned interactive session

5. All Major Ports are requested to provide the information enclosed at **Annexure-A by 27.8.2018** so that the same could be sent to MHA for generating unique login id and password for each Nodal Officer and Associate Officer. JNPT, VoCPT & HDC are requested to depute their Nodal Officer/Associate Officer to attend the interactive session. The exact date of the interactive session would be intimated on 27.8.2018.

6. This may be given **TOP PRIORITY.**

Yours faithfully,

[S.R. DATTA]
Under Secretary to the Government of India
Telefax: 011-23358128
Email: uspg@nic.in

Encl: as above.

Copy to MD, IPA. It has been observed that recently IPA is also seeking security clearance for procurement of Container Scanners. As this matter is being dealt by Shri B. Krishnamoorthy, Executive Director and Shri Rajeev Puri, Chief Administrative Officer in IPA, they may be nominated as Nodal Officer and Associate Officer respectively for e-sahaj portal. In case IPA wants any change in nominating Nodal Officer and Associate Officer the same may be intimated to the Ministry **by 27.8.2018 alongwith Annexure-A** for forwarding the same to MHA.

[S.R. DATTA]
Under Secretary to the Government of India

APPENDIX VII: Proforma for Security Clearance

The Bidders shall provide information as per the proforma and submit hard copies (12 nos. of sets) of Security Clearance documents duly filled, sealed and signed which shall be a part of RFQ Application as per Appendix VII.

Information for security clearance

(Applicants to provide information in the formats provided below)

Format 1: Details of companies/Bidders/Consortium Partner(s)

i. Name of the Company/Consortium Members and their address, including Address of Indian subsidiary or branch/liaison office, etc.

ii. List of Promoters/Board of Directors of bidders/consortium members with particulars like, Name, Address – Permanent & Present, Nationality, etc.

iii. Nature of the Company, whether private or State-owned entity.

iv. Share holding details with particulars or entities/individuals having more than 5% stake with ownership details to the last layer indicating the promoting individuals time.

v. Parental organisation and sister concerns.

vi. Number of foreign national likely to be required for the execution of the project and their likely locations / deployment.

vii. Presence of the investing companies/ Bidders/Consortium Partners and shareholders in the countries across the world, including collaborations with other foreign companies.

Format 2

(i) Proposed – For individuals (Board of Directors)

S. No.	Full name of Board of Directors/ News editor	Date of Birth	Parentage	Complete Present & Permanent Address	Nationality	Passport Nos. and issue date, if any	Contact Address & telephone number, if any,
1	2	3	4	5	6	7	8

(ii) For Companies/firms

S. No.	Full name of Companies and its foreign collaborator if any; Including details of board of Director as in (i) above	Date of Registration	Present & Permanent Address including address of head office, Regional offices and Registered Office.	Link with Other firm	Activities and other Business owned	Name of CEOs / Partners (with details)	Shareholding pattern for Applicant Company and investing company.	Details of earlier approvals, if nay (Ref. No. & date)	Ultimate ownership of shareholding companies and the investing company along with detailed particular of owners.	Presence of investing Companies and shareholders in countries across the worlds, including collaborations with other foreign companies.
1	2	3	4	5	6	7	8	9	10	11

(iii) Parental Organization and sister concerns

Format 3: Project work details

i. Nature and scope of the project work – types of civil / engineering works required, Project cost etc.

ii. Location and coverage area of the project site with info regarding sensitive/vital/defence installation in the vicinity (5kms radius area).

iii. Model of project allocation – PPP, BOT, BOOT etc.

iv. Duration of the project – completion, commissioning, lease period.

v. Machineries or heavy/sophisticated equipment needed for the project.

vi. Total Manpower projection for the execution of the project.

vii. Number of foreigners' likely/necessary to be involved for the project completion.

viii. Earmarked place for stay of foreigners with details.

- **ADDITIONAL PERFORMA – SECURITY CLEARANCE DEVELOPMENT OF MAJOR AND MINOR PORT (as provided by Ministry of Shipping vide letter No. PD-24018/4/2010-PD.I dated 14th August 2012).**

  i. Details of the firms (Indian/Foreign) including foreign Consortium involved in the development

- **ADDITIONAL INFORMATION to be provided in line with Ministry Shipping letter F.No. PD-24018/4/2010-PD-I/SCC dated 3/12/2013.**

(a) Details of the company/firm for whom clearance is sought.

Sl. No.	Name of Firms/Bidders	Address of Regd. Office	Date of Incorporation

(b) Details of the Director/key Executive in respect of whom clearance is sought.

Sl. No.	Name /parentage	Date of Birth	Present position held	Complete Address (not Post Box address)

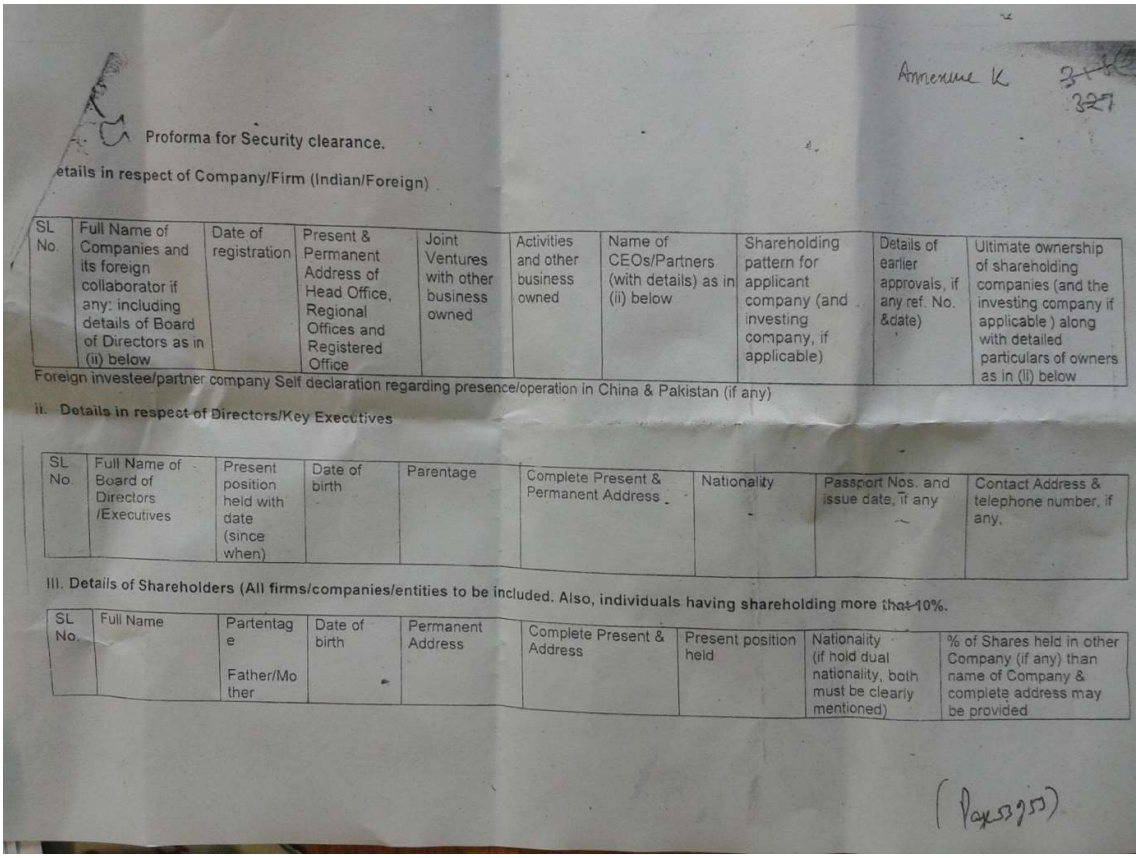
You are accordingly requested to indicate the above mentioned details in your communication forwarding information for security clearance to this Authority. While forwarding information for security clearance, you are requested to ensure the following:

(i) That all the required information has been incorporated, thus obviating the need for avoidable correspondence at a later stage for obtaining such information.

(ii) **For Companies/Firms:** Name of the firm, complete address, names and particulars (listed at No. (iii) below) of all the Directors and Key Personnel of the firm, names and particulars of the majority shareholder having controlling interest in the company, name and complete address of the ultimate beneficial owner(s) of the company are furnished.

(iii) **For individuals:** Full name, date and place of birth, father's name, complete present and permanent residential address, nationality (including NIC number, if applicable), whether holds dual nationality (if so, both nationalities to be clearly mentioned), passport details, if any (number, date of issue, place of issue and date of expiry), and telephone number are furnished.

(iv) Wherever an individual's or institution's address is provided, the complete address and not merely a Post Box address is given. This is necessary, as the address is required not for correspondence purposes but for carrying out enquiries in respect of the individual or institution/company, as the case may be.



Annexure K

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Proforma for Security clearance.

etails in respect of Company/Firm (Indian/Foreign)

SL No.	Full Name of Companies and its foreign collaborator if any: including details of Board of Directors as in (ii) below	Date of registration	Present & Permanent Address of Head Office, Regional Offices and Registered Office	Joint Ventures with other business owned	Activities and other business owned	Name of CEOs/Partners (with details) as in (ii) below	Shareholding pattern for applicant company (and investing company, if applicable)	Details of earlier approvals, if any ref. No. &date)	Ultimate ownership of shareholding companies (and the investing company if applicable) along with detailed particulars of owners as in (ii) below

Foreign investee/partner company Self declaration regarding presence/operation in China & Pakistan (if any)

ii. Details in respect of Directors/Key Executives

SL No.	Full Name of Board of Directors /Executives	Present position held with date (since when)	Date of birth	Parentage	Complete Present & Permanent Address	Nationality	Passport Nos. and issue date, if any	Contact Address & telephone number, if any.

III. Details of Shareholders (All firms/companies/entities to be included. Also, individuals having shareholding more that 10%.

SL No.	Full Name	Partentage Father/Mother	Date of birth	Permanent Address	Complete Present & Address	Present position held	Nationality (if hold dual nationality, both must be clearly mentioned)	% of Shares held in other Company (if any) than name of Company & complete address may be provided

(Page 53 of 55)

(I) Details in respect of the Company/Firm (Indian/foreign).

Sl. No.	Name of Firms/Bidders	Date of registration of the company	Address of Regional Registered Head Office	Office, and	Previous name of the company if any	Details of earlier approvals, if any (ref. No. & date)

(II) Details of respect of Director.

Sl. No.	Full Name of Board of Directors	Present position held with date (since when)	Date of Birth	Parentage	Present & Permanent Address	Nationality	Passport No. and issue date if any	Contact Address & telephone & number

(III) Details of Shareholders of applicant company (All firms/companies/entities/findividuals having shareholding more that 10%)

Sl. No.	Full Name	Parentage Father/Mother	Date of Birth	Permanent Address	Present Address	Present position held in the company if any	Nationality (if holding dual nationality, both must be clearly mentioned)	% of shares held in the Company

(IV) Details of criminal cases, if any against the Company/Director(s) as per Annexure.

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SECRET

Annexure

Self declaration for company of Director(s) for whom security clearance is sought

a. Name and address and registration number of the company :

b. Name and address of owners, promoters and directors of the company :

1. _____
2. _____
3. _____
4. _____

c. Is the company owners, promoters or directors listed above the subject of any

1. Preventive detention proceedings (PSA/NSA etc) : Yes/No
2. Criminal proceedings : Yes/No

d. If, Yes, please provide following details

1. Detention/Case/FIR/warrant number :
2. Police station/District/Agency :
3. Section of law :
4. Name and place of the court :

e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorized signatory of the company.

APPENDIX VIII: Undertaking for entering into Operation & Maintenance (O&M) agreement

(To be submitted on the letter head of the Applicant/ lead member of the consortium)

UNDERTAKING

Ref: Date: xx/xx/2026

To,
The Chief Mechanical Engineer Deendayal Port Authority,
ANNEX, Administrative Office Building,
P.O. Box 50
Gandhidham – Kutch – 370 201
INDIA.

Sub: Development, Operation & Maintenance of Berth No. 15 & 16 for handling Multipurpose Cargo (Clean Cargo) and Containers at Kandla on DBFOT basis under PPP Mode – Undertaking for entering into Operation & Maintenance (O&M) agreement

Dear Sir,

We hereby agree that we _____ (*name of the Applicant/ Lead Member of Consortium and address of registered office*) will irrevocably enter into an Operation and Maintenance (O & M) agreement with an entity having O & M experience as per the terms of the RFQ document dated for a period of at least 5 (five) years from Date of Commercial Operation of the Project in accordance with the Clause No.2.2.3 of RFQ document.

We also confirm that the Operation & Maintenance Contractor shall meet with the O & M experience as set forth in Clause No. 2.2.3 of RFQ document.

We shall further ensure that the Name and qualifications of the Operation & Maintenance Contractor shall be provided to Deendayal Port Authority when required to be done so by Deendayal Port for the purposes of evaluation and Security Clearance.

Thanking you

For and on behalf of (Applicant/ Lead Member):
Signature:

(Authorised Representative and Signatory)
Name of Person:

Designation:

APPENDIX IX: Policy for preventing private sector monopoly in Major Ports

Government of India
Ministry of Shipping (Ports Wing)
No. PD-24018/8/2009 – PD.III New Delhi-1, dated 2ndAugust, 2010

To
The Chairman, All Port Trusts

Sub: -Policy for preventing private sector monopoly in Major Ports.

Sir,

In pursuance of private sector participation guidelines, 1996 for the Port Sector and with a view to ensure healthy competition and smooth award of the projects for capacity augmentation at the Major Ports, the Central Government hereby directs all Major Ports under Section 111 of the Major Port Trusts Act, 1963, to follow the following Policy while awarding projects to private parties through Public Private Partnership (PPP) route so as to avoid private sector monopoly in the Major Ports. This policy is in supersession of this Ministry's letters No. PD-25021/13/2002-Pvt dated 11th November, 2002, No. PD-12013/2/2005-JNPT dated 26th September, 2007 and No. PD-11015/2/2006-VPT dated 1st October,2008.

2. Policy

If there is only one private terminal/berth operator in a port for a specific cargo, the operator of that berth or his associates shall not be allowed to bid for the next terminal/berth for handling the same cargo in the same port.

For the purpose of this policy, the terms

(i). "**Operator**" includes consortium members of the bidder:

(ii). "**Associates**" means, in relation to the Applicant/Consortium member, a person who controls, is controlled by, or is under common control with such Applicant/Consortium Member (the Associate). As used in the definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, or 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.

(iii). "**Berth**" shall have the same meaning as "Wharf" given in Section 2 (za) of the MPT Act, 1963.

(iv). "**Specific Cargo**" means (i) containers (ii) liquid bulk, (iii) dry bulk or (iv) multipurpose / other general cargo.

3. The policy shall be applicable with immediate effect and shall apply to Request for Qualification (RFQs) issued on or after this date.

4. It is also directed that the above provisions may be incorporated by the Major Ports in the RequestforQualification&RequestforProposaltogiveeffecttothepolicyinrelevantcases.

5. This issues with the concurrence of the Ministry of Law and Justice, Department of Legal Affairs and approval of Hon'ble Minister of Shipping.

Yours faithfully,
(Geetu Joshi)
Director
Tel No.23321672

APPENDIX X:

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. 87-100)

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. 87-100).

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 intensions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)
अधिशासी अभियन्ता (यांत्रिक)
Superintendent Engineer (Mech.)
दीनदयाल पत्तन प्राधिकरण
Deendayal Port Authority
(Office Seal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature of Witness:
(Name & Address)
Jayprakash. Kushwaha, Y.E(M) Gr-I
Place : Gandhidham
Date : ____/___ /2026

Signature of Witness:
(Name & Address)

Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Appendix-X) and Shri Amiya Kumar Mohapatra , IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed by DPA as Independent External Monitors and whose address are as under:-

Shri Amiya Kumar Mohapatra , IFoS (Retd.),
Qrs: No. 5/9, Unit-9, Bhoi Nagar,
Bhubneswar – 751 022.
Mobile No. 9437002530
Email : amiyaifs@gmail.com

Dr. Gopal Dhawan, Ex-CMD, MECL
House no. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders area,
Greate Noida Gautam Budh Nagar,
Uttar Pradesh – 201 315
Mobile No. 8007771467
Email:gdhawangeologist@gmail.com

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

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

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

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

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

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.

5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

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

5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.

5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.

5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure :-

i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.

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

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

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

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

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

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

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during

the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;

6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;

6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**

6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;

6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.

6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.

6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

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

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

7. Banning of Business Dealings.

7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.

7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.

7.3 The functions of the Standing Banning Committee shall, inter-alia include:

i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.

ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.

iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide 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, endeavour should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.

7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.

7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be

accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.

7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.

7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.

7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.

i) Banning of the Agencies shall apply throughout the Company including Subsidiaries.

ii) The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 (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 the Chairman, DPA.

x-x-x-x

Proposed Location of the Project: