

# **LIMITED TENDER**

## **Request for Proposal (RFP)**

For

**“APPOINTMENT OF TECHNICAL  
ADVISOR FOR THE WORK OF  
MODIFICATION TO EXISTING  
LINKSPAN AT GHOGHA RORO  
FACILITY TERMINAL FOR IMPROVED  
TURNING RADIUS FOR TRAILER  
TRUCKS AND LONG VEHICLES.”**



**OFFICE OF THE SUPERINTENDING ENGINEER  
(PROJECT)**

**CIVIL ENGINEERING DEPARTMENT  
DEENDAYAL PORT AUTHORITY**

**Room No. 221, Annexe,  
A.O Building, Gandhidham  
Kutch - 370201, Gujarat**

**Phone no: (02836) 270266**

**Mobile – 9727754360**

**E mail: dpt.roro@gmail.com**

Sr. No: P:04/2022

Date: 06/07/2022

**Procurement Schedule**

Sr. No.	Particular	Details
1.	Name of Assignment	<b>Request for Proposal (RFP) for “APPOINTMENT OF TECHNICAL ADVISOR FOR THE WORK OF MODIFICATION TO EXISTING LINKSPAN AT GHOGHA RORO FACILITY TERMINAL FOR IMPROVED TURNING RADIUS FOR TRAILER TRUCKS AND LONG VEHICLES.”.</b>
2.	Issue of RFP Document	From website of DPA: <a href="https://www.deendayalport.gov.in">https://www.deendayalport.gov.in</a>
3.	Last date for Submission of Bid	<b>28.07.2022 at 12:00</b> hrs IST
4.	Cost of RFP / Bid Document	Non-refundable :Cost of RFP is <b>INR 1,770/-</b> (including GST) (Rupees One Thousand seven hundred seventy only) which shall be payable in the form of Demand Draft (D.D)/ Banker's Cheque / Pay Order  Note: the Demand Draft / Banker's Cheque / Pay Order shall be drawn from any Nationalized/ Scheduled Bank in favor of “Deendayal Port Authority” payable at Gandhidham.
5.	Opening of Technical Bids (Cover I & II )	<b>28.07.2022 at 16:00</b> hrs IST
6.	Opening of Financial Bids (Cover III )	
7.	Proposal Evaluation Result	
11.	Award of Contract	

ISSUED TO:.....

SIGNATURE OF THE ISSUING AUTHORITY

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## **DISCLAIMER**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Deendayal Port Authority (DPA) or any of their employees or Consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DPA to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this RFP (the "Bid/ Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by DPA in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DPA, its employees or Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.

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

DPA, its employees and Consultants make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in bidding process. Though adequate care has been taken in the preparation of this RFP Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

DPA accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this RFP.

DPA 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 RFP.

The issue of this RFP does not in any way imply that DPA is bound to select a Bidder or to appoint the Preferred Bidder for the Assignment and DPA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Date: 06/07/2022

To,

The Bidder

**Subject Request for Proposal (RFP) for “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles”**

Dear Bidder:

*Deendayal Port Authority (DPA) is in-charge of managing Deendayal Port, a protected natural harbor situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. DPA is inviting Tenders for Modification to existing Linkspan at Ghogha RoRo facility for improved turning radius for trailer trucks and long vehicles.*

- i) This RFP is issued to firms/consortiums empanelled in Category B of Project Management i.e. Category-3(b) by Indian Port Association, New Delhi communicated to all Major Ports vide dated 01/12/2017 followed by Amendment of IPA dated 17.01.2018.
- ii) The Bidder is required to submit the declaration that they have not been banned or de-listed by any Government /Semi Govt. Agency or PSU's.
- iii) The Tenderer should have no conflict of Interest in taking up the subject work.

The Bidder should submit hard copy of Technical proposal each page signed, stamped & numbered and Financial Proposals under separate sealed Envelopes as per the standard Bid forms given in Section 4 and Section 5 of this RFP document.

The bid documents consisting of the Technical Proposal and Financial Proposal are to be submitted separately in sealed Envelopes named Envelope 2 & Envelope 3 respectively and these both Envelopes along with Envelope 1 to be put together in sealed Envelope 4, as described in Clause 2.5, 2.6.3, 2.6.4 of this RFP document. Envelope 1 will contain Tender Fee and EMD.

The Proposals in sealed Envelope 2 & Envelope 3 along with Envelope 1 put together in sealed Envelope 4 and **Super-scribing** the name of the Tender work, shall be submitted to the office of the undersigned on or before **12:00 hrs on 28.07.2022**. The Envelope 1 and Technical Proposal (Envelope 2 only) will be opened at **16:00 hrs** on the same day, only who have fulfilled the EMD & TF as kept in Envelope I. Envelope 3 containing the Financial Proposals of short listed bidders will be opened at a specified date and time after intimating them individually.

This RFP includes the following Sections:

- (a) Section 1 - Letter of Invitation
- (B) Section 2 - Instructions to Bidders
- (c) Section 3 - Terms of Reference (ToR)
- (d) Section 4 - Technical Proposal: Standard Forms
- (e) Section 5 - Financial Proposal: Standard Forms
- (f) Attachment 1 : Form of Contract

For any further clarifications/additional information, please contact:

Superintending Engineer (P)  
Room no. 221, A.O. Building (Annex),  
Deendayal Port Authority  
Gandhidham (Kutch) 370 201, Gujarat  
Mobile – 9727754360  
E mail: dpt.roro@gmail.com

Yours sincerely,

Sd/-

Superintending Engineer (P)  
Deendayal Port Authority

## 2

## Section 2: Instructions to Bidders

### 2.1 Introduction

- 2.1.1 Deendayal Port is situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. DPA is inviting Tenders for Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha Roro Facility Terminal for improved turning radius for trailer trucks and long vehicles.
- 2.1.2 DPA is inviting the proposals for “APPOINTMENT OF TECHNICAL ADVISOR FOR THE WORK OF MODIFICATION TO EXISTING LINKSPAN AT GHOGHA RORO FACILITY TERMINAL FOR IMPROVED TURNING RADIUS FOR TRAILER TRUCKS AND LONG VEHICLES in accordance with the scope of work mentioned in Section 3 (Terms of Reference) in this RFP document (“Assignment”).
- 2.1.3 The Bidders are invited to submit a Technical Proposal as per the formats given in Section 4 and a Financial Proposal as per the formats given in Section 5 in two separate sealed Envelopes for Services required for the Assignment. The Proposal will be the basis for contract and ultimately for execution of the Contract (hereinafter referred to as “Consultancy Agreement”) with the selected bidder.
- 2.1.4 The Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and local conditions, Bidders are encouraged to visit the site before submitting their bid/ Proposal.
- 2.1.5 The Bidders shall bear all costs associated with the preparation and submission of their Proposals. DPA is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

### 2.2 Proposal Validity

- 2.2.1 The Technical and Financial Proposal to be submitted by the Bidders should be valid for a **period of 120 days** from the last date of opening of Bid. For schedule of bidding process, please refer the Section 2.6 (Instruction to Bidders). In exceptional circumstances, prior to expiry of the Bid Validity Period, DPA may request bidders to extend such Validity Period for a specified additional period by issuing the Addendum to this RFP.



2.2.2 Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. the Bidder, and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5 percent 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, 1956. For the purposes of this clause, 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 percent of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- iv. such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Applicant; or
- vi. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide

consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- viii. the Bidder, and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub- contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
- ix. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

**Note ..... Associate or Joint Venture is not allowed in this RFP**

- 2.2.3 Bidder eventually appointed to provide Consultancy Services ( the "Services") for this Assignment, and its Associates, shall be disqualified from subsequently providing goods or works or services (other than the Services under this Assignment) related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 2.2.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.

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

2.2.6 Similarly, Power of Attorney for authorised representative shall also be furnished as per the formats available in the RFP.

### **2.3 Bid Security/ Earnest Money Deposit.**

2.3.1 The Bid Security/ EMD for the Assignment shall be Rs.43,000/- (Rupees Forty Three Thousand Only) payable by Demand Draft in favour of 'Deendayal Port Authority' drawn on a Nationalised Bank in India payable at Gandhidham.

2.3.2 Any bid/ proposal not accompanied by an acceptable Bid Security/ EMD shall not be opened and liable to be rejected.

2.3.3 The Bid Security/ EMD of the unsuccessful bidders shall be returned without interest as promptly as possible.

2.3.4 The Bid Security/ EMD of the preferred Bidder will be returned when the preferred bidder has signed the Consultancy Agreement with the Client, and furnished the required performance security to the Client.

2.3.5 The Bid Security shall be forfeited :

(a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;

(b) If the Bidder withdraws his bid during the period of bid validity; or

(c) if the Bidder does not accept the correction of his bid price; or;

(d) in the case of successful Bidder, if he/it fails to sign the Consultancy Agreement within the time limit specified in the Letter of Award (LOA).

### **2.4 Clarification and Amendment of RFP Document**

2.4.1 The Bidders may request a clarification on the RFP document before the stipulated date as is mentioned in the Procurement Schedule provided on the front sheet of this RFP. Any request for clarification must be sent in writing or by e-mail to DPA at the address indicated in the Letter of Invitation. DPA at its own discretion may publish the required clarifications and responses to queries and send these to the Bidders.

2.4.2 At any time before the submission of Proposals, DPA may, for any reason, whether at its own initiative or in response to a clarification request, amend

the RFP by issuing an addendum and by hosting the same on the website of Deendayal Port.

- 2.4.3 In order to provide the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, DPA may, at its own discretion, extend the Proposal Due Date. Intimation regarding such extension in the Proposal Due Date would be available as communication to the Bidders on DPA website - <https://www.deendayalport.gov.in>

## **2.5 Preparation of Proposal**

- 2.5.1 The Proposal shall be prepared in two separate parts, each to be contained in a separate Envelopes as follows:

**Envelope 1: EMD & Tender Fee**

**Envelope 2: Technical Proposal**

**Envelope 3: Financial Proposal**

**Envelope 4: Outer Envelope comprising of sealed Technical Proposal, sealed Financial Proposal, Bid Security in the form of Demand Draft and Demand Draft towards processing fee of RFP document.**

**The information shall be furnished in the formats prescribed in Section 4 and Section 5 of this RFP document.**

### **2.5.1.1 Technical Proposal**

- The envelope containing Technical Proposal shall contain the following documents with required information in the formats prescribed in Section 4 of RFP document.
  - (a) TECH-1 Letter of Proposal
  - (b) TECH-2 Particulars of the Bidder
  - (c) TECH-3 Statement of Legal Capacity
  - (d) TECH-4A Power of Attorney
  - (e) TECH 5 Format for Anti Collusion Certificate
  - (f) TECH 6 Format for Project Undertaking
  - (g) TECH- 7 Format for affidavit
  - (h) TECH-9 Particulars of Proposed Key Personnel
  - (i) TECH-12 Eligible project experience of Key Personnel
  - (j) TECH-13 Curriculum Vitae (CV) of Key Personnel
  - (k) TECH-14 Personnel Schedule
  - (l) TECH-15 Activity Schedule
- The Technical Proposal must not include any financial information. If found, bid will be disqualified.

- RFP document can be downloaded from the website of the Deendayal Port Authority <https://www.deendayalport.gov.in>. The Bidder shall submit Demand Draft, Pay order, Pay Cheque of Rs.1,770.00/- (including GST) towards processing fees of RFP document in Envelope 1.
- The Bidder shall provide all the information as per this RFP Document and in the specified formats. DPA reserves the right to reject any Proposal that is not in the specified formats or in accordance with the terms of this RFP.

#### 2.5.1.2 Financial Proposal

- The envelope containing Financial Proposal shall contain all the Information in the formats prescribed in Section 5.

2.5.2 The Proposal should contain all the required and relevant information in the formats prescribed in this RFP document.

2.5.3 The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. DPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.5.4 The original Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission for both Technical and Financial Proposals should respectively be in the formats given in Section 4 and Section 5.

2.5.5 All the pages of the proposals (Technical Proposal and Financial Proposal) shall contain Bidder's stamp along with initials in indelible ink. Each page of this RFP document duly signed by the Authorized Person is to be returned acknowledging the terms and condition thereof. The authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written Power of Attorney supported by Corporate resolution accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical Proposal shall be marked "Original". Technical and Financial Proposals submitted without stamp and initial on each page will not be considered for evaluation and Bid will be rejected.

#### 2.5.6 Project Inspections and Site Visit

2.5.6.1 It is desirable that each Bidder submits the Proposal after visiting the Project Site and ascertaining themselves, the location, surroundings or any other matter considered relevant by them at their cost.

- 2.5.6.2 It would be deemed that by submitting the Proposal, the Bidder has: made a complete and careful examination of the RFP document, and received all relevant information requested from DPA.
- 2.5.6.3 DPA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.
- 2.5.7 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
- 2.5.8 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of all the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

## **2.6 Submission, Receipt, and Opening of Proposals**

- 2.6.1 The Bidders shall submit the Technical Proposals in “ORIGINAL” marked in respective Envelopes as appropriate.
- 2.6.2 The EMD & Tender Fee, Technical Proposal & Financial Proposal shall be placed in a sealed envelope clearly marked as follows:
- 2.6.3 EMD & Tender Fee shall be placed in a sealed envelope clearly mark as follows:

**“ENVELOPE 1 – EMD & Tender Fee for “Request for Proposal (RFP) For Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles”.**

- 2.6.4 The Technical Proposal shall be placed in a sealed envelope clearly marked as follows:

**“ENVELOPE 2 – TECHNICAL PROPOSAL for “Request for Proposal (RFP) For Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles”.**

- 2.6.5 The Financial Proposal shall be placed in a sealed envelope clearly marked as follows:

**“ENVELOPE 3 – FINANCIAL PROPOSAL for “Request for Proposal (RFP) for Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles”.**

**With a warning “Do Not Open With the Technical Proposal.”**

- 2.6.6 The sealed envelopes containing the Envelope 1 (containing Tender Fee & EMD), Technical and Financial Proposals (i.e. Envelope 2 & Envelope 3) shall be placed into an outer envelope (Envelope 4) and sealed. This outer envelope shall be clearly marked as follows:

**“PROPOSAL for “Request for Proposal (RFP) For Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles”.**

**With a warning “Do Not Open before Bid Due Date” bear the Name of the Assignment, submission address, etc.**

- 2.6.7 The outer envelope shall be addressed to:.....

Superintending Engineer (P)  
Room no. 221, A.O. Building (Annex),  
Deendayal Port Authority  
Gandhidham (Kutch) 370 201, Gujarat  
M:+91 9727754360,  
Email: dpt.roro@gmail.com

- 2.6.8 If the Technical and Financial Proposals are not submitted in separate sealed envelopes duly marked as indicated above, the proposal shall be summarily rejected.
- 2.6.9 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 2.6.10 The Proposals/ bids must reach DPA latest on 28.07.2022 **at 12:00 hrs** delivered in person or by Registered Post or by Courier. In the event of the specified date for submission being declared a holiday for the Client, the bids shall be received by the Client at the appointed time and location on the next working day.

2.6.11 DPA shall open first the Envelope 1 containing the EMD & Tender Fee. Envelope 2 will be opened only for those parties whose EMD & Tender Fee will be correct and as per clause. Opening of Technical Proposal on 28.07.2022 **at 16:00 hrs.**

2.6.12 The envelopes with the Financial Proposal shall remain sealed and kept securely stored with the Client.

2.6.13 DPT, at its sole discretion, may extend the Bid/ Proposal Submission Date by issuing an Addendum.

2.6.14 Proposals received after Bid/ Proposal Submission Date shall not be accepted and will be returned unopened to the Bidder

## **2.7 Evaluation of Technical Proposals**

2.7.1 As part of the evaluation, the Technical Proposal shall be checked to evaluate whether the submitted CVs by Applicant meet the prescribed Minimum Qualification & Experience Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the prescribed Minimum Qualification & Experience Criteria of submitted CVs ("Shortlisted Bidders"), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

2.7.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

### **2.7.2.1 Technical Proposal Evaluation Stage**

- i. The Technical Proposal is received in the form specified in this RFP;
- ii. It is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. It is accompanied by the Bid Security and Tender Fee as specified in this RFP;
- iv. It is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- v. It does not contain a Financial Proposal;
- vi. It does not contain any condition or qualification; and
- vii. It is not non-responsive in terms hereof.

### **2.7.2.2 Financial Proposal Evaluation Stage**

- i. The Financial Proposal is received in the form specified in this RFP
- ii. It is received by the Proposal Due Date including any extension thereof in terms hereof;



- iii. It is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- iv. It does not contain any condition or qualification; and
- v. It is not non-responsive in terms hereof.

2.7.3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.7.4 As part of the evaluation, the Technical Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be evaluated further. In such cases, the RFP envelope containing the Financial Proposal and Bid Security will be returned unopened after completion of Bidding Process.

## **2.7.5 Minimum Qualification Criteria**

2.7.5.1 Financial Qualification Criteria : NA

2.7.5.2 Technical Qualification Criteria

Curriculum Vitae of Key Personnel should meet Minimum Experience & Qualification Criteria as described in Clause No. 2.7.6

## **2.7.6 Technical Evaluation Criteria:**

The Evaluation Committee appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (Ts) as detailed below. The minimum technical score required to qualify technical evaluation is 70 (seventy) marks out of 100 (hundred). A proposal will be considered nonresponsive and will be rejected at this stage if it does not secure 70 marks. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

2.7.6.1 The maximum marks to be given under each of the evaluation criteria are:

<b>Evaluation criteria</b>	<b>Marks</b>
Qualification and competence of the proposed Key Personnel for the Assignment. (See Section 2.7.6.3, 2.7.6.4, 2.7.6.5)	100 marks
	<b>100 marks</b>

2.7.6.2 Duration of the Project is Six(6) months and Proposed Deployment of Key Personnel as below :

<b>Sr. No</b>	<b>Key Personnel</b>	<b>No. of Positions</b>
<b>1</b>	Team Leader	1
<b>2</b>	Structural Engineer	1
<b>3</b>	Site Supervisor	1
	<b>Total</b>	<b>3</b>

**Notes**

- i) Age of the Key Personnel proposed should be as indicated in requirement on the last day of submission of Bid.
- ii) Curriculum Vitae with summary of experience are to be provided by the consultant for each of the Key Personnel.
- iii) Details regarding the proof of age, qualification, experience and association of the Key Personnel with the firm should be enclosed with CV.
- iv) Team Leader, Structural Engineer, Site Supervisor, should attend all review meetings.

**2.7.6.3 Qualification and Competence of Key Personnel / Sub Professional Staff**

**1) TEAM LEADER**

**Duties:** Responsible for overall leadership, overall work. Ensure quality completion of the project on time. He should have the following qualification/ experience.

**(I) Essential Qualifications.**

- (a) Bachelor's Degree in Civil Engineering from recognized university.
- (b) Total minimum Professional Experience of 07 years in Project Monitoring work for Marine Civil works.

**2) STRUCTURAL ENGINEER**

He should have the following qualification / experience.

**(I) Essential Qualifications.**

- (a) Bachelor's Degree in Civil Engineering from recognized university.
- (b) Total Professional Experience of 5 years in Design of marine steel structures i.e. design of Linkspan(Steel truss), Pontoon (Steel floating platform), and related civil structures such as Guide pin piles, fender piles, etc.

### 3) SITE SUPERVISOR

He should have the following qualification / experience.

#### (I) Essential Qualifications.

- (a) Bachelor's Degree in Civil Engineering from recognized university.
- (b) Total Professional Experience of 3 years in site supervision of marine civil works.

#### 2.7.6.4 Score Assigned to Key Personnel

The total number of marks allocated for qualification and competence of the proposed Key Personnel is 100 marks, distributed among the Key Personnel, as detailed further:

S. No.	Position	Marks
1	Team Leader	45
2	Structural Engineer	30
3	Site Supervisor	25
	<b>Total</b>	<b>100</b>

#### 2.7.6.5 Evaluation criteria for the CV of Key Personnel.

Qualification, Experience of Professionals and Key Expert				Total Marks – 100	
Sr.No.	Category of professional (s)	Qualification	Experience	Marks	Remarks
1.	One Team Leader with technical background	Minimum Graduate Degree (B.E/B.Tech) in Civil Engineering	Minimum 07 years experience in Similar works.	Maximum 45 marks: <u>Minimum</u> (a) Min Qualification – 07 marks. (b) Mon experience in similar Work – 4 marks for each completed year. <u>Additional</u> (c) Additional experience in similar works – 5 marks for each year of additional experience.	Similar work means:  Experience in Project Monitoring work for Marine Civil works

2.	Structural Engineer (Civil)	Minimum Graduate Degree (B.E/B.Tech) in Civil Engineering	Minimum 05 years experience in Similar works.	<p>Maximum 30 marks:</p> <p><u>Minimum</u></p> <p>(a)Min Qualification – 5 marks.</p> <p>(b) Min experience in similar Work- 3 marks for each completed year.</p> <p><u>Additional</u></p> <p>(a) Additional experience in similar works – 5 marks for each year of additional experience.</p>	<p>Similar work means:</p> <p>Experience in Design of marine steel structures i.e. design of Linkspan(Steel truss), Pontoon (Steel floating platform), and related civil structures such as Guide pin piles, fender piles, etc.</p>
3	Site Supervisor	Minimum Graduate Degree (B.E/B.Tech) in Civil Engineering	Minimum 05 years experience in Similar works.	<p>Maximum 25 marks:</p> <p><u>Minimum</u></p> <p>(a) Min Qualification – 03 marks.</p> <p>(b) Min experience in similar Work – 3 marks for each completed year.</p> <p><u>Additional</u></p> <p>(a) Additional experience in similar works – 2.5 marks for each year of additional experience.</p>	<p>Similar work means:</p> <p>Experience in site supervision of marine civil works.</p>

Detailed Evaluation for each Key personnel will be carried out by the Tender evaluation committee based on criteria for evaluation of the qualification and competence of the Key Personnel for the assignment.

The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of international experts/expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

- 2.7.6.6 Evaluation of Technical proposal will be evaluated pursuant to provisions specified in 2.7.6.2 above. Marks for each CV will be given based on responsiveness of the details furnished by the bidders pursuant to clause No. 2.7.6.3, 2.7.6.4 & 2.7.6.5.
- 2.7.6.7 Bidder should note that each CV should secure minimum 70 percent marks. If any of the CV secures less than 70 percent marks same shall not be considered for evaluation.
- 2.7.6.8 Final Technical score 'Ts' will be considered out of 100 marks & technical proposal submitted by bidder should secure minimum 70 marks. Technical score thus arrived will be carried out further to derive weighted score of the proposal submitted by the bidder. If bidder fails to submit some documents in his technical proposal, DPA will not ask for shortfalls & carry out evaluation on the basis of available documents.
- 2.7.7 The Client will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.7.8 The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidders, their technical scores and the proposed prices will be read out loud and recorded when the Financial Proposals are opened.
- 2.7.9 Prior to evaluation of the Financial Proposals, the Tender Evaluation Committee will determine whether the Financial Proposals are complete in all respects, qualified and unconditional, and submitted in accordance with the terms hereof.
- 2.7.10 The cost indicated in the Financial Proposal shall be lumpsum & deemed as final and reflecting the total cost of services and should be stated in INR only.
- 2.7.11 The financial Proposals of Qualified Bidders shall be opened. Financial proposal will be given financial score 'Fs' out of 100 marks. Lowest bidder will secure 100 marks & financial score for others will be derived as given below.

$$Fs = 100 \times Fm / F$$

Where

Fm = Amount of financial proposal of lowest bidder in INR

F = Amount of financial proposal in INR

This technical score will be carried out further for combined evaluation of the proposal submitted by the bidder.

Total score will be weighted average of the technical score (Ts) and financial score (Fs). Technical evaluation score will have 70% weightage and the financial score will have weightage of 30%. The weightage average total would be the determining yardstick for selection of the preferred consultant.

$$\begin{array}{rcl} \text{Final score} & = & Ts \times 70 + Fs \times 30 \\ & & \text{-----} \\ & & 100 \end{array}$$

- 2.7.12 **Key Personnel** - The Bidder shall collectively form a dedicated team available for the Assignment. DPA shall not consider substitutions during the contract unless both parties agree in writing to such substitution. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. The team Leader shall remain present for all presentations and review meetings during the tenure of assignment.

## 2.8 Confidentiality

- 2.8.1 The selected Consultant shall keep all the information pertaining to the Assignment confidential and shall not provide/disclose any information of the Assignment to anybody except on specific instructions in writing from DPA.

## 2.9 Right to reject any or all Proposals

- 2.9.1 Notwithstanding anything contained in this RFP, DPA reserves the right to accept or reject all or any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.9.2 Without prejudice to the generality of the provisions of the Clause below, DPA reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or uncovered; or
  - (b) a material concealment is detected; or
  - (c) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

Such misrepresentation / improper response / concealment by the Bidder would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then DPA reserves the right to consider the next preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of DPA, including annulment of the bidding process.

## 2.10 Property Rights of Assignment Outputs

- 2.10.1 Consultant shall hand over all the related workings, records and outputs of the Assignment generated for executing the Assignment as and when requested

by DPA and on successful completion of the Assignment in editable soft copy and hard copies.

2.10.2 Such database, records, analysis, documents, working papers, workable and editable database as developed for the Assignment and all related workings and outputs are the Sole Property of DPA and the consultant shall treat all these information Confidential and shall not share with anybody else except on specific written instructions of DPA.

## **2.11 Award of Contract**

2.11.1 The contract will be awarded to the bidder whose proposal will secure highest weighted score pursuant to procedure mentioned in 2.7.11 above. After the Consultant is selected, the Client will notify other Bidders that they were unsuccessful and return the unopened Financial Proposals of those bidders who did not pass the technical evaluation.

2.11.2 In case weighted score of the proposal submitted by two bidders is equal, selection will be on the basis of lowest cost quoted by the bidders.

2.11.3 Letter of Award (LoA) will be issued to commence work on the Assignment as described in this document.

## **2.12 Performance Security**

2.12.1 Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of the contract price which should be submitted in form of bank Guarantee (only of Nationalized Bank having its branch at Gandhidham) or Demand Draft, within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of acceptance/ Intent which will be refunded immediately not later than 14 days from completion of the work. Failure of the successful Bidder to comply with the requirements of the tender shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

2.12.2 Blank

2.12.3 Blank.

2.13 Blank

## **2.14 Signing of the Consultancy Agreement**

2.14.1 The Client will notify the selected Bidder that his/ its Bid has been accepted. The Client will send such selected Bidder, the Form of Agreement, incorporating therein specific agreement reached between the parties.

2.14.2 Within 07 days of confirmation of performance security from Bank, the Client shall prepare the **Consultant Agreement** (as per Attachment 1: Form of

Contract), in duplicate, on non judicial Stamp Paper of Rs.300/- (Rupees Three Hundred Only) and the consultant shall meet the Client during normal office hours on any working day acceptable to the Client to sign the said Agreement of this RFP document. One copy of the signed Agreement will be provided to the **Cconsultant** and the original will be retained by the Client

2.14.3 After the confirmation of performance security from Bank, Client will issue Notice for Commencement to **Cconsultant** for Work (work order).

## **2.15 Insurance & Risk Coverage**

2.15.1 The Consultant is required to have appropriate insurance cover as mentioned below:

- (a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the bidders or their personnel or any Sub-bidders or their Personnel for the period of Consultancy.
- (b) Third Party Liability Insurance with a minimum coverage around for Rs. 1.0 Million for the period of Consultancy.

Professional liability insurance with a minimum coverage of total Consultancy Fee to be paid to the Consultant.

- (c) Employer's Liability and Worker's Compensation Insurance in respect of the Personnel of the bidders, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

It may be noted that all insurance and policies shall start from the date of commencement of the Assignment and remain effective as per relevant requirement of the Contract/Agreement.

### **2.15.2 Limit of Liability**

- i. Except in the case of gross negligence or wilful misconduct on the part of the Cconsultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to any claims, acts, actions, demands or damages arising out of its performance of this Agreement, shall not be liable to the Client:
- ii. for any indirect or consequential loss or damage; and



- iii. for any direct loss or damage that exceeds the total value of the Contract;

This limitation of liability shall not

- (a) affect the Consultant liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
- (b) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.

#### 2.15.3 DELETED.

2.15.4 The project shall be continuously monitored by the DPA and the decision of DPA in this regard shall be final and binding on Consultant.

### 2.16 Force Majeure

2.16.1 Definition (a) For the purposes of this RFP, “Force Majeure” means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except when such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

### 2.17 Periodic Reports by the Consultant

There will be a weekly progress report to be submitted, along with regular meetings to assess progress regarding the DPR.

### 2.18 Penalty

2.18.1 Penalty at the rate of 0.5% (of total contract value) per week or part thereof upto a maximum of 10% (of total contract value) for delays attributable to the activity / lack of activity of the CONSULTANT. DPA reserves the right to forfeit the Performance Security to recover the penalty in case the delay beyond the time schedule given to the each task as per clause 3.4. However, if the completion of services is delayed due to reasons beyond the control of the CONSULTANT, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. Such extension shall be granted at no extra cost to DPA. The CONSULTANT shall also suitably extend the validity of the Performance Security.

2.18.2 Blank

## **2.19 Designated officers of DPA**

**Client : Chairman, DPA**

**Engineer : Chief Engineer**

**Engineer-in-Charge : Superintending Engineer (P)**

## Section 3 -TERMS OF REFERENCE (TOR)

### 3

#### 3.1 Introduction

The proposed study for the work of Modification to existing Link span at Ghogha RoRo facility terminal, for improved turning radius for trailer trucks and long vehicles, and PMC of the same work.

#### 3.2 The scope of work includes the following but not limited to:

##### 1. TASK: -I Preparation of Design Drawing, Proof Checking, Estimate & Tender

- a) The Consultant shall visit the proposed site for thorough assessment of the site conditions, carry out required survey and collect relevant details and data required to providing comprehensive consultancy services for modification including documentation.
- b) The consultant has to review the existing design documentation for the link span, pontoon and supports.
- c) Study the turning radius requirement for long vehicles and trailer trucks on to the pontoon from link span and discuss with the operator and prepare practical solution.
- d) Relocate the supporting arrangement of link span on the pontoon and reanalysis of the link span structure with modification and ascertain the strength and stability.
- e) Prepare modification drawings for the link span and pontoon including additional ramp, roadway and supports for the modified turning at the entrance of the pontoon.
- f) Relocate the existing container office towards the edge of the pontoon and modify the supports.
- g) Prepare revised loading plan for the pontoon and check local strength and stability of the pontoon and prepare drawings of modification.
- h) The revised design, layout shall be proof checked by any IITs or NITs, and the cost for the same shall be beard by the
- i) Prepare Detailed Estimate, specifications including scope of work, tender document with Bill of quantities including terms and conditions.
- j) Respond to bidder queries, tender evaluation and award.
- k) The Consultant shall hold discussions with Port officials & other Departments and to recommend the best option for detailed design

concept encompassing various aspects and components. The report should contain detailed design plan, its implementation framework and details on nearby available infrastructure and associated facilities. Further, Consultant has to prepare a PPT for all the discussions held with Port Officials.

- l) Preparation for Pre-Bid and other meetings (If required), conducting the same, preparing replies/ clarifications in consultation with officials of DPA.
- m) Preparing documents/material for the Board Meeting for obtaining approvals at various stages.
- n) Preparation of letters, drafts, etc. for obtaining Govt. approvals including Security Clearance, etc.
- o) Co-ordination and correspondence with concerned statutory State/Central Govt. organizations/persons.
- p) Provide necessary technical, financial and legal assistance from time to time from Head Office.
- q) Frame the various formats by incorporating information there in to be sent to concerned authority.
- r) To frame presentation to be made by Port before Authorities in relation to finalization evaluation to approval of proposal.
- s) To attend the meeting and assist Port Officials in respect to finalization, evaluation & approval of project.

## **2. Task II- Monitoring/supervision of work till completion**

The project management team will consist of One Engineer will be stationed at the project site for the project duration of 3 months on contract basis or till completion.

- a) Review of Contractors submission for design drawings, materials, and construction methodology.
- b) Review of Contractor design components.
- c) Review and approve of Contractor's drawings for construction.
- d) Respond to queries during construction and revise drawings to suit the field changes if any.
- e) Prepare daily, weekly, and monthly reports.
- f) Organize progress review meetings.
- g) Attend clarification meetings during construction with DPA and Contractor.
- h) Provide day to day site supervision for quality during execution of the work.
- i) Coordinate contractor's activities provide weekly report to DPA on progress.
- j) Coordinate with IRS for approvals of the modifications including inspection of modification work and documentation.
- k) Certify bill of quantities and interim bill from the contractor.
- l) Certify bill of quantities of final bill of the contractor and comply all the quarries of the department.

m) Prepare as built drawings i.e completion drawing and to submit DPA

### **3. Deliverables**

- a. Preliminary Drawings.
- b. Tender documents, specifications.
- c. Bill of quantities and rate analysis.
- d. Cost Estimate report.
- e. Site Supervision.
- f. Progress Reports.
- g. Final commissioning Report.

### **3.3 General Terms and Conditions:**

The Contract period will be for a period of 06 months from the date of issuance of Work Order, which includes 03 month for Scope under Clause 3.2 (1) & 03 months for supervision as per Scope under Clause 3.2 (2). If period of execution extended more and period of supervision exceeds, that will be payable on pro-rata basis.

#### **1. Availability of Professional staff / experts:**

- a. Team Leader: The Consultant shall ensure availability of the Team Leader may stationed at his office during the consultancy period for the scope of work . However he has to visit Deendayal Port Authority office as well as site of work for any clarifications during the constancy period if required, without any extra cost.
- b. Structural Engineer: The Consultant shall ensure availability of the Structural Engineer may stationed at his office during the consultancy period for the scope of work . However he has to visit Deendayal Port Authority office as well as site of work for any clarifications during the constancy period if required, without any extra cost.
- c. Site supervisor: The Consultant shall ensure availability of the site supervisor stationed at site of work during the execution of work for the scope of work. However he has to visit Deendayal Port Authority office as well as site of work for any clarifications during the constancy period if required without any extra cost.

#### **2. Blank.**

3. For absence of any of the individual experts, other than the permitted holidays/ leave, proportionate deduction in the monthly payments will be made in. For the purpose of such deductions, monthly payment of an individual expert shall be calculated on pro-rata basis from accepted tender cost for that particular year. The Expert is entitled to avail 1 day leave in a month. However, at all the time. The Consultant will work under the administrative control of Chief Engineer.
4. The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of DPA.

### **3.4 Mode of Release of Payment :**

**TASK: -I Preparation of Design Drawing, proof checking, Estimate & Tender.**

The 50% of payment will be released after completion of Task I as mentioned in Scope of work under Clause 3.2

**Task II- Monitoring/supervision of work till completion:**

The remaining 50% of payment will be released on monthly basis on providing a Certificate for work done and recommendation of the Superintending Engineer (Project), Deendayal Port Authority. The employer shall release the above monthly payments after recovery of the amount, if any, as per the conditions of the Contract.

The final payment of last month will be released after:

1. Submission of completion drawings as per actual work executed.
2. Release of the final bill of the contractor.

## 4

### Section 4 Technical Proposal - Standard Forms

To be submitted in the sealed Envelope 2  
Checklist of Submissions

TECH-1	Letter of Proposal
TECH-2	Particulars of the Bidder
TECH-3	Statement of Legal Capacity
TECH-4A	Power of Attorney
TECH-5	Format for Anti-Collusion Certificate
TECH-6	Format for project undertaking
TECH- 7	Format for affidavit
TECH-9	Particulars of Proposed Key Personnel
TECH-12	Eligible project experience of Key Personnel
TECH-13	Curriculum Vitae (CV) of Key Personnel
TECH-14	Personnel Schedule
TECH-15	Activity Schedule

**TECH-I**  
**LETTER OF PROPOSAL**

*[On the Letter Head of the Bidder*

(Date and Ref)

To,  
The Superintending Engineer (P)  
Deendayal Port Authority (DPA)

**Subject      Request for Proposal (RFP) For “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”.**

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined RFP documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for **Request for Proposal (RFP) For “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”**. This proposal is unconditional and unqualified.

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



- a) I/We have examined and have no reservations to the RFP Documents, including any Addendum which may be issued by DPA;
  - b) I/We do not have any conflict of interest in accordance with the terms set forth in this RFP document;
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DPA or any other public sector enterprise or any government, Central or State; and
  - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.
  - 7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
  - 8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  - 9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  - 10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DPA [and/ or the Government of India/Gujarat] in connection with the selection of **Consultant** or in connection with the selection process itself in respect of the above mentioned Assignment.
  - 11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
  - 12. I/We agree to keep this offer valid for six months from the Proposal Due Date specified in the RFP.
  - 13. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided at TECH-4A.

14. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
15. The Financial Proposal is being submitted in a separate Envelope. This Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the RFP and shall be binding on us.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.
17. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
18. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder )

.

**TECH-2**  
**PARTICULARS OF THE BIDDER**

<b>1</b>	<b>Title of Assignment: Request for Proposal (RFP) For “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”.</b>																								
<b>2</b>	<p><b>Details of Bidder including :</b></p> <p>Name of Bidder:</p> <p>Brief description of the Bidder:</p> <p>Country of Incorporation:</p> <p>Date of incorporation and / or commencement of business:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 8%;">Sl. No.</th><th style="width: 15%;">Name of Member</th><th style="width: 20%;">Type of Organisation or Company Structure</th><th style="width: 15%;">Principal Office, Branches</th><th style="width: 20%;">Main lines of business, Core Area/ Strength</th><th style="width: 22%;">Role of the Member*</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td style="text-align: center;">2</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td style="text-align: center;">3</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p><i>* Role of each Member should be clearly identified and specified by mentioning the level of engagement in executing this Assignment.</i></p> <p>Location of Principal Office that will be responsible for the implementation of this work: (a) India (b) other</p> <p>Demonstrate their credentials through national / international awards / any other distinctions</p> <p><b>Contact and Communication Details:</b></p> <p>Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Bidder:</p> <p style="margin-left: 20px;">(a) Name:</p> <p style="margin-left: 20px;">(b) Designation:</p> <p style="margin-left: 20px;">(c) Company:</p> <p style="margin-left: 20px;">(d) Address:</p> <p style="margin-left: 20px;">(e) Telephone No:</p> <p style="margin-left: 20px;">(f) E-mail Address:</p> <p style="margin-left: 20px;">(g) Fax No:</p> <p>Details of individual (s) who will serve as the point of contract / communication</p>	Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*	1						2						3					
Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*																				
1																									
2																									
3																									

	<p>for DPA within the Company</p> <p>(a) Name:</p> <p>(b) Designation:</p> <p>(c) Address:</p> <p>(d) Telephone No.</p> <p>(e) E-mail address:</p> <p>(f) Fax No.</p>
3	<p>For the Bidder, state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p>Yes/No</p> <p>If yes, provide GST &amp; PAN and the office address(es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p>Yes/No</p> <p>(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p>Yes/No</p> <p>(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p>Yes/No</p> <p>(v) Has the Bidder or any of the Members, suffered bankruptcy/insolvency in the last five years?</p> <p>Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy Assignment.</b></p> <p>Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.</p> <p><b>(vi)The bidder should submit copy of (a) PAN, (b) GST, (c) Constitution of Firm, (d) Last 3 years' Balance Sheet and Profit &amp; Loss statement, (e) RTGS Form.</b></p>

4	<p>Does the Bidder's firm/company combine functions as a Consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p>Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a Consultant/ adviser to DPA and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?</p> <p>Yes/No</p>
---	--

**TECH-3**  
**STATEMENT OF LEGAL CAPACITY**

*(To be forwarded on the letter head of the Bidder)*

Ref.

Date:

To,  
The Superintending Engineer (P)  
Deendayal Port Authority (DPA),

Dear Sir,

**Subject      Request for Proposal (RFP) For “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”.**

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Note:**

## TECH-4A

### POWER OF ATTORNEY

*(On a Stamp Paper of relevant value)*

Know all men by these presents, we, ..... (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **"Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles."** "including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to DPA, representing us in all matters before DPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with DPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for **"The work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles."** and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2018

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

*To be executed by the sole Bidder*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*

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

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



**TECH-5**  
**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Subject      Request for Proposal (RFP) for “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”**

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2018

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

*Note:*

**TECH-6**  
**FORMAT FOR PROJECT UNDERTAKING**

Ref.

Date:

To,

The Superintending Engineer (P)

Deendayal Port Authority (DPA),

**Subject      Request for Proposal (RFP)for “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”(‘Assignment’).**

We have read and understood the RFP Document in respect of the captioned Assignment provided to us by Deendayal Port Authority (DPA).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid/ proposal, we hereby represent and confirm that our bid/ proposal is unconditional in all respects.
- (b) We are not barred by Government of India, Government of Gujarat, or any state government or any of their agencies from participating in similar projects.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2018.

Name of the Bidder

\_\_\_\_\_  
Signature of the Authorised Person

\_\_\_\_\_  
Name of the Authorised Person

**TECH- 7**  
**FORMAT FOR AFFIDAVIT**

**Subject      Request for Proposal (RFP) For “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”.**

*(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document duly attested by Notary Public)*

1. I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Gujarat (GOG) from participating in any projects.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Deendayal Port Authority (DPA) to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DPA.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date

**TECH-9**

**PARTICULARS OF PROPOSED KEY PERSONNEL**

Sr.No.	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience (Years)	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From – To)	
I	Key Personnels						
1.	Team Leader						
2.	Structural Engineer						
3.	Site Supervisor						

*Note:*

- 1. Provide CV of each key personnel as proposed above in TECH-13. In case, the CV as per TECH-13 is not provided, the respective Key Personnel shall not be considered for evaluation.*
- 2. Minimum experience for support staff should be three years & he should have two years relevant experience in the respective field.*

Date:.....(Signature and name of the authorized signatory of the Bidder).....

**TECH-12**  
**ELIGIBLE PROJECT EXPERIENCE OF KEY PERSONNEL**

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project Features	
Name of Consulting Firm where employed:	
Name of Client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Description of the role and services provided by the key personnel:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)</p>	

**Notes:**

- 1 Use separate sheet for each eligible project.
- 2 The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
- 3 The Bidders must provide the necessary information as per the provided sheet above
- 4 CVs for Support staff need not be submitted with the proposal. Same should be got approved from Engineer-in-charge at the time of deployment

**TECH-13**  
**CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR**  
**ASSIGNMENT**

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_  
\_\_\_\_\_

**10. Employment Record and Work Experience** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held, projects worked upon and respective, roles and services.*]:

From [Year]: ____ To [Year]: ____	Project 1.....	role and services
Employer: _____	Project 2.....	role and services
Positions held: _____	Project 3.....	role and services
	Project .....	role and services

<b>11. Detailed Tasks Assigned</b>  <p>[List all tasks to be performed under this Assignment]</p>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	---

**13. Whether a Permanent Employee of the Bidder for more than one year: Yes / No**

**14. Certification:**

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

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

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

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

**Notes:**

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

***It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original. If successful, the originally signed CV shall be produced during negotiations,.***



## TECH-14

### PERSONNEL SCHEDULE

Bidder should propose the structure and composition of the team dedicated for carrying out the Assignment. Bidder should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. The personnel schedule shall be consistent with the approach and methodology, detailed work plan, activity schedule.

Sl No.	Position	Name	Task(s) Assigned	Person-month inputs							Total Person-month inputs
				W1	W2	W3	W4	...	...	W28	
Key Personnel											
1											
2											
3											
4											
5											
6											
7											
8											
Total for Key Personnel											
Support Technical Staff											
1											
2											
...											
...											
...											
Total for Support Technical Staff											
Grand Total											

Notes:

- 1, Bidders to make their own assessment of Key Personnel Inputs as per their requirements
2. Bidders to make their own assessment of Support Technical Staff as per their requirements.

## TECH-15

### ACTIVITY SCHEDULE

Bidder should propose the activity schedule for carrying out the Assignment. The activity schedule shall be consistent with the approach and methodology, detailed work plan, personnel schedule.

[illegible]

## Notes

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as submission of deliverables, presentations, KPT approvals etc.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

**5**

**Section 5. Financial Proposal - Standard Forms**

To be submitted in separate sealed envelope 3

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

The Superintending Engineer (P)  
Deendayal Port Authority (DPA),

**Subject      Request for Proposal (RFP) For “Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.”.**

Dear Sir,

We, the undersigned, offer to provide the **Consultancy Services for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.**in accordance with your Request for Proposal dated <Date----->.

Our Lump Sum Financial Proposal (in Indian Rupees) is for the sum of INR \_\_\_\_\_ [Insert amount in figures and words], exclusive of Goods & Service Tax.

***(Goods & Service Tax shall be reimbursed on actual basis as per tender conditions)***

Our Lump Sum Financial quote is inclusive of all taxes, incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution of the Consultancy Service, sundries and salaries & allowances for key Personnel's & all other items involving expenditure for execution of this assignment covering scope of work as stipulated in "Terms of Reference etc.

Our Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 120 days from the last date of submission of this Proposal.

We understand you are not bound to accept any Proposal you receive.

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Address: \_\_\_\_\_



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## **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the DPA and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to this Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

# **CONTRACT FOR CONSULTANT'S SERVICES**

## **Lump-Sum**

### **Project Name**

**Request for Proposal (RFP) For "APPOINTMENT OF TECHNICAL ADVISOR  
FOR THE WORK OF MODIFICATION TO EXISTING LINKSPAN AT GHOGHA  
RORO FACILITY TERMINAL FOR IMPROVED TURNING RADIUS FOR  
TRAILER TRUCKS AND LONG VEHICLES.**

**Contract No. \_\_\_\_\_**

**between**

Deendayal Port Authority

**and**

\_\_\_\_\_  
**[Name of the Consultant]**

**Dated: \_\_\_\_\_**

## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *Deendayal Port Authority* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).], for the work of Appointment of Technical Advisor for the work of Modification to existing Linkspan at Ghogha RoRo facility terminal for improved turning radius for trailer trucks and long vehicles.

#### WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract ;
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Personnel

Appendix C: [Breakdown of Contract Price](#)

Appendix D: Form of Bank Guarantee for Performance Security

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions

of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client hereby covenants to pay the Consultant in consideration of such work "the contract price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Witness

- a) Signature  
Name and Address
- b) Signature  
Name and Address

For and on behalf of *Deendayal Port Authority*

---

*Chief Engineer, Deendayal Port  
Authority For & on behalf of the Board  
in presence Chairman, Deendayal Port  
Authority*

- a) Signature  
Name and Address
- b) Signature  
Name and Address

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

---

*[Authorized Representative of the Consultant – name and signature]*

*[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

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For and on behalf of each of the members of the Consultant [insert the Name of the Joint Venture]

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

The common seal of the Board of Trustees of the Port of Deendayal affixed in the presence of :

Seal

SECRETARY  
DEENDAYAL PORT  
AUTHORITY

*Note: Joint Venture is not allowed in this RFP.*



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## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (b) “Client” means Deendayal Port Authority
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (i) “GCC” means these General Conditions of Contract.
- (j) DELETED
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (l) “Local Currency” means the currency of the Client’s country.
- (m) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (n) “Party” means the Client or the Consultant, as the case may be, and

---

“Parties” means both of them.

- (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship  
between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing  
Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

**8. Authority of  
Member in Charge**

8.1. DELETED

**9. Authorized  
Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the



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Consultant may be taken or executed by the officials specified in the SCC.

**10. Corrupt and  
Fraudulent  
Practices**

10.1. Blank.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of  
Contract**

11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

**12. DELETED**

DELETED

**13. Commencement of  
Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

**14. Expiration of  
Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

**15. Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**16. Modifications or  
Variations**

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**17. Force Majeure**

**a. Definition**

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

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

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

**18. Suspension**

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

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## 19. Termination

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

### a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

### b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment

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- is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
  - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

- a. Standard of**
- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with

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- Performance** generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. Sub-Contract is not allowed in the current RFP.
- b. **Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. DELETED
21. **Conflict of Interests**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. **Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Integrity Pact, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. **Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or

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	implementation of the project, unless otherwise indicated in the <b>SCC</b> .
<b>c. Prohibition of Conflicting Activities</b>	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
<b>d. Strict Duty to Disclose Conflicting Activities</b>	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
<b>22. Confidentiality</b>	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
<b>23. Liability of the Consultant</b>	23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
<b>24. Insurance to be Taken out by the Consultant</b>	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the <b>SCC</b> , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
<b>25. Accounting, Inspection and Auditing</b>	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)</p>

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**26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials Deleted**

## **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **32. Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b)

### **33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### **34. Change in the Applicable Law Related to Taxes and Duties**

34.1 DELETED

### **35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, unfurnished office space at Kandla / Gandhidham.

### **36. DELETED**

36.1 DELETED

36.2 DELETED

### **37. Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.



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## F. PAYMENTS TO THE CONSULTANT

### 38. Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

### 39. Taxes and Duties

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

39.2 **GST Clause:** The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

- **TDS under GST Act is required to be deducted @2% ( 1% CGST and 1% SGST or 2% IGST) or as admissible from payment/credit given to the contractor.**

39.3 The element of GST will not be considered for evaluation of financial proposal. Also change if any in the Government Policy or Amendment in Tax Structure and same will be applicable from time to time.

### 40. Currency of Payment

40.1 Any payment under this Contract shall be made in Indian Rupees.

### 41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.2 The Final Payment .The final payment under this Clause

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shall be  
made only  
after the  
final report  
has been  
submitted  
by the  
Consultant  
and  
approved  
as  
satisfactory  
by the  
Client. The  
Services  
shall then  
be deemed  
completed  
and finally  
accepted  
by the  
Client. The  
last lump-  
sum  
installment  
shall be  
deemed  
approved  
for  
payment  
by the

Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **42. Performance Security and Penalties**

42.1 The total Performance Security for the assignment shall be 3% of the total consultancy fee.

Consultant shall provide Performance Security for due and faithful performance of the Contract to the Client within 21 days after receipt of the Letter of Award. The performance security shall be in the form of unconditional bank guarantee issued by any Nationalized Bank located in India having its branch at Gandhidham for an amount equal to 3% (three percentage) of the total Contract Price and in the form provided in Appendix D of the Form of Contract. The cost of complying with the requirements of this clause shall be borne by the Preferred Bidder/ Consultant.

The Performance Security shall be valid until the successful completion of contract period. No claim shall be made after the issue of completion certificate and the Performance Security shall be returned to the Consultant after successful completion.

### **G. FAIRNESS AND GOOD FAITH**

#### **43. Good Faith**

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement** 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45 shall apply.

**45. Dispute Resolution** 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.



## **Attachment 1: Integrity Pact (Deleted)**

### **INTEGRITY PACT**

### **BETWEEN**

**DEENDAYAL PORT AUTHORITY (DPT) 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/concession for Tender No ..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission ( CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organisations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor 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 execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b)** The Principal will, during the pre -contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that

particular BIDDER in comparison to other BIDDERS.

(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 relevant Anti -Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

## **Section 2 - Commitments of the Bidder / Contractor**

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre -contract as well as post-contract stages. He commits himself to observe the following principles during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advance of any kind, whatsoever during the execution of the contract.

b. The Bidder/Contractor 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/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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 will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
  - g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3 Disqualification from or exclusion from future contracts**

If the Bidder, before award of contract, has committed a transgression, through a violation of Section -2 of in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

**Note :** A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This



undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/ Contractor can prove that, he has restored/ recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section-4 Compensation for Damages**

1. If the Principal has disqualified the Bidder, 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 equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/ Contractor 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 transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

#### **Section-6 Equal treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder/ Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one

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which all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

### **Section-7 Criminal charges against violating Bidders/Contractors/Subcontractors**

If the principal obtains knowledge of conduct of a Bidder/ Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/ Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

### **Section-8 External Independent Monitor**

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Smt. Meenakshi Mishra, IA&AS (Rtd) independent Monitor, for this Pact. 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 to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contract or. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/ Contractor/ Subcontractor with confidentiality.
4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/ Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or

heal the violation. Or to take other relevant 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.

6. 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 of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti -Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

## **Section-9 Pact Duration**

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

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

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

## **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, before they become effective and binding on the both parties.

3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

**For the Principal**

**For the Bidder/Contractor**

**Place : Gandhidham**

**Witness-1 : .....**

**Witness-2 : .....**

**Date : \_\_\_\_/\_\_\_\_/2021**



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### III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of <i>India</i> .
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<i>DELETED</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
11.1	<i>Not Applicable</i>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be seven</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert before commencement of services.</p>

14.1	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 6(six) Months.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”;</li> </ul>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of amount equal to Contract Price</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to any documents prepared by the Consultant in the</p>

	performance of the Services.															
38.1	<b>The Contract price is:_____exclusive of Goods &amp; Service Tax. Goods &amp; Service Tax chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant, as per clause no.39 of GCC.</b>															
41.2	<b>The payment schedule:</b> <table><tr><th>Task Id</th><th>Description</th><th>Time Line</th><th>Payment Due</th></tr><tr><td>1</td><td>Preparation of Design, tender, award of work</td><td>Three Months</td><td>50%</td></tr><tr><td>2</td><td>Site Supervision</td><td>Three Months</td><td>50%</td></tr></table>				Task Id	Description	Time Line	Payment Due	1	Preparation of Design, tender, award of work	Three Months	50%	2	Site Supervision	Three Months	50%
Task Id	Description	Time Line	Payment Due													
1	Preparation of Design, tender, award of work	Three Months	50%													
2	Site Supervision	Three Months	50%													
41.2.4	<b>The accounts are:</b>															
45.1	<b>Disputes shall be settled by arbitration in accordance with the following provisions:</b> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator</p>															



	<p>shall, at the request of either Party, be appointed by <i>Registrar, The Indian Council of Arbitration, New Delhi</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Registrar, The Indian Council of Arbitration, New Delhi</i>. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of Arbitration of the Indian Council of Arbitration</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
	<p>4. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Gandhidham, India</i>;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

[**Note:** This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

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### APPENDIX B - KEY PERSONNEL

[Insert a table based on Form TECH-9 and TECH-14 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

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### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [*Form FIN-2, FIN-3 and FIN-4*] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [*Form FIN-2, FIN-3 and FIN-4*] at the negotiations or state that none has been made.}



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**APPENDIX D - FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

*[Note: See Clause GCC 42]*

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

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

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the port of [insert name of port], its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor")

(Name of the consultant/s)

from the demand under the terms and conditions of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

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

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

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

Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the

amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. -

\_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3 We, \_\_\_\_\_, undertake to pay to the  
(Name of Bank and Branch)

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

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

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

\_\_\_\_\_  
(Name of the user department)

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

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

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

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

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

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
  - (b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and
  - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature