

# **DEENDAYAL PORT AUTHORITY**



## **APPOINTMENT OF THIRD PARTY INSPECTION & QUALITY ASSURANCE AGENCY FROM THE IPA EMPANELED FIRMS OF PROJECT MANAGEMENT CATEGORY FOR**

**“THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS  
COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF  
DEENDAYAL PORT AUTHORITY”**

**Executive Engineer (Design)  
Deendayal Port Authority  
Administrative Office Building  
First Floor Post Box No.50  
Gandhidham – 370 201.  
Kutch District.  
Gujarat State  
INDIA**

Telephone : (O) 02836- 220038

**Fax No. 02836- 220050**

E-mail: [pppkptdesigndivision@gmail.com](mailto:pppkptdesigndivision@gmail.com).

Website: [www.deendayalport.gov.in](http://www.deendayalport.gov.in)

# **DEENDAYAL PORT AUTHORITY**

## **NOTICE INVITING LIMITED ONLINE TENDER**

**NOTICE NO.: DEC/XEN (DESIGN)/2023**

Deendayal Port Authority intend to invite offers from the Category-A Project Management empaneled by Indian Port Association, New Delhi for **“THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF DEENDAYAL PORT AUTHORITY”**.

The Tender will be issued to firms/consortiums empaneled as Project Management by Indian Port Association, New Delhi updated list of empaneled consultants valid till 2026 communicated to all Major Ports.

- (i) The Bidder is required to submit Resume/CV's of the team to be deployed.
- (ii) The Bidder is required to submit the declaration that they have not been banned or debarred by any Government /Semi Govt. Agency or PSU's.
- (iii) The Bidder should have no conflict of Interest in taking up the subject work.
- (iv) The selection of the Bidder shall be made in Quality & Cost Based Selection (70:30)

The tender document can be downloaded from DPT's website ([www.deendayalport.gov.in](http://www.deendayalport.gov.in)) and website of n-procure.

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

**Other Details about tender:**

Department Name	Civil Engineering Department
Circle/ Division	Design Division, A.O. Building, Annex, Gandhidham (Kutch)-370201.
Tender Notice No.	DEC/XEN(DESIGN)/2023
Name of Work	APPOINTMENT OF THIRD PARTY INSPECTION & QUALITY ASSURANCE AGENCY FROM THE IPA EMPANELED FIRMS OF PROJECT MANAGEMENT CATEGORY FOR “ <b>THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF DEENDAYAL PORT AUTHORITY</b> ”
Estimated Contract Value(INR)	Rs 3,81,67,056.00
Period of Completion (in Months)	24 Months (Further extendable for 12 Months)
Bidding Type	Limited Tender from IPA empaneled Firms
Bid Call (Nos.)	One
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria: -	<ul style="list-style-type: none"><li>I. The selection shall be based on Quality and Cost Based Selection (QCBS) evaluated on 70:30 basis.</li><li>II. The eligibility criteria and evaluation methodology have been detailed out in <b>BID SUMMARY SHEET (Annexure C)</b></li><li>III. Financial bid would be opened for only those bidders who have scored minimum 70 out of 100 marks in Technical Evaluation.</li><li>IV. If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided in such an event the total number of pre-qualified and short-listed bidders shall not exceed two.</li><li>V. Integrity Pact Agreement need to be submitted during preliminary bid stage duly scanned, stamped, signed, dated along with <b>two witness signatures</b> as per format available in the tender document failing which the bid submitted will be treated as non-responsive. (Annexure I)</li></ul>
Bid Document Fee :	1770/- (inclusive of 18% GST)
Bid Document Fee Payable To:	ONLY digital mode of payments will be considered. The details are as under: - Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch
Bid Security/ EMD (INR) :	Rs 3,81,671.00
Bid Security/ EMD (INR) in	ONLY digital mode of payments will be considered. The details are as under: -

Favour of :	Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch	
Evidence of payment of tender fee and EMD	<u>In case of payment of tender fee and EMD, the bidder is required to submit verifiable evidence of digital payment made towards EMD and tender fee. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.</u>	
Bid Document Downloading Start Date	Date: 13/12/2023 @ 14.30 hrs.	
Bid Document Downloading End Date	Date : 10/01/2024 up to 16.00 Hrs.	
Last Date & Time for Receipt of Bids online	Date: 10/01/2024 @ 16.00 Hrs.	
Bid Validity Period	120 Days	
Condition	E.M.D. & Tender Fee shall be submitted along with Integrity Pact Agreement as per tender document in electronic format only through on line (by scanning) while uploading the bid. This submission shall mean that E.M.D. & Tender Fee along with Integrity Pact Agreement are received. Accordingly offer of those shall be opened whose E.M.D. & tender fee along with Integrity Pact Agreement are received electronically. However, for the purpose of realization, bidder shall send the same in original to Executive Engineer(D) at the time of tender opening or send the same through R.P.A.D./Speed Post or in person so as to reach to Executive Engineer(D), Design Division, Annex, A.O. Building, Gandhidham, within 7 days from the date of opening.	
Remarks	Submission of E.M.D, Tender Fee, Integrity Pact Agreement and other required documents need to be submitted during office hours before date 10/01/2024 by R.P.A.D / Speed post or in person in the office of Executive Engineer(D), Design Division, Annex, A.O. Building, Gandhidham (Kutch)- 370201, Phone: 02836- 220038.	
	In case of Micro and small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of tender fee/EMD, such bidder shall upload the scanned copy of valid certificate in Preliminary bid as well as duly filled in and signed <b>"Bid Securing Declaration"</b> as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at <b>(ANNEXURE J): -</b>	
		<div>Division 71</div> <div>Architecture and engineering activities; technical testing and analysis</div>

	711	Architectural and engineering activities and related technical consultancy
	7110	Architectural and engineering activities and related technical consultancy
	71100	Architectural and engineering activities and related technical consultancy
Bid Opening Date	Technical Bid will be opened online on 10/01/2024 @ 16:30 hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.	
Documents required to be submitted by scanning through online	a. EMD & Tender Fee to be made ONLY through digital mode of payments. b. Integrity Pact agreement as per tender document. c. Resume/CV's of the team to be deployed. d. Any other Document as specified in the Tender Document. e. The eligibility criteria and evaluation methodology have been detailed out in <b>BID SUMMARY SHEET (Annexure C)</b> .	
Officer- Inviting Bids:	Executive Engineer (D), Design Division, Annex, A.O. Building, Gandhidham (Kutch)-370201.	
Bid Opening Authority :	Executive Engineer(D),	
Address:	Design Division, Annex, A.O. Building, Gandhidham (Kutch)- 370201	
Contact Details :	Ph: 02836- 220038. Email: pppkptdesigndivision@gmail.com	

Note :

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

(n)code Solutions – A division of GNFC Ltd., (n)Procure Cell,  
403, GNFC Infotower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat).

Contact Details :

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

BSNL : +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance : +91-79-30181689

Fax : +91-79-26857321, 40007533

E-mail : [nprocure@gnvc.net](mailto:nprocure@gnvc.net)

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

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

- 1) Information and instructions for contractors will form part of NIT and to be published on website.
- 2) The intending bidder must have Class III digital signature to submit the bid.
- 3) The Bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as tender fee and EMD after payment ONLY through digital mode of payments will be considered.
- 4) Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- 5) While submitting the modified bid, contractor can revise the rate of one or more item (s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 6) On opening date, contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 7) IPA empaneled Consultants can upload documents in the form of JPG format and/or PDF Format.
- 8) It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- 9) If the contractor is found ineligible after opening of bids, his bid shall become invalid, and cost of bid document shall not be refunded.
- 10) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
- 11) DELETED.
- 12) Consultant must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
- 13) The Draft information and instructions to Consultants may be modified suitably by NIT approving authority as per requirement.
- 14) All the mandatory document required have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

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

- I. EMD and Tender Fee paid ONLY through digital mode of payments will be considered.
- II. Integrity Pact agreement as per tender document.
- III. Resume/CV's of the team to be deployed.
- IV. Any other Documents as specified in this Tender Document.

# **DEENDAYAL PORT AUTHORITY**

## **ENGINEERING DEPARTMENT**

### **APPOINTMENT OF THIRD PARTY INSPECTION & QUALITY ASSURANCE AGENCY FROM THE IPA EMPANELED FIRMS OF PROJECT MANAGEMENT CATEGORY FOR “THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF DEENDAYAL PORT AUTHORITY”**

#### **1. INTRODUCTION**

The Port of Deendayal situated in the Kandla Creek, 90 Nautical Miles from the mouth of Gulf of Kachchh, it is portal to the West and North India, enjoys locational advantage with vast hinterland of 1 Million Sq. Km. consisting of States of J&K, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Gujarat and part of Madhya Pradesh and Uttar Pradesh. The Port is nearest among all the Major Ports to this vast hinterland and well connected by four-lane road network of National Highways as well as Broad Gauge Railway linkage.

Presently the Port has sixteen cargo berths for handling dry cargo traffic, Seven oil jetties & one under construction for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek, and three Single Buoy Mooring (SBM) & Two products Jetties at Vadinar, in Jamnagar District, for handling crude oil.

#### **2. DEFINITIONS**

- 2.1. “Board” means Board of the Deendayal Port Authority, a body corporate under the major Port Authority’s Act, 2021 as amended from time to time.
- 2.2. “Advisor/ Consultant / Contractor” means the person or persons, firm or company whose tender has been accepted by the Board and includes the Consultants’ personal representatives, successors and permitted assignee.
- 2.3. “Chairperson” means the Chairman of the Board of Deendayal Port Authority.
- 2.4. “Chief Engineer” means the Chief Engineer of Deendayal Port Authority.
- 2.5. “DPA” means Deendayal Port Authority.
- 2.6. “H1, H2,...Hn” are the ranks allocated to the bidders in order from highest to lowest score, based on combined score considering technical and financial score obtained by QCBS.
- 2.7. “Preferred Bidder” means H1 as defined in clause 2.6 above.

### **3. PROCEDURE FOR SUBMITTING TENDER**

#### **3.1 BIDDING DOCUMENTS**

- 3.1.1. The bidding documents shall be downloaded from DPA's website ([www.deendayalport.gov.in](http://www.deendayalport.gov.in)) and website of n-procure. The documents should be completely filled and submitted through on line Tendering process and one copy shall be submitted within 7 days of the date of opening of the tender.
- 3.1.2. The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, etc., in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 4.1 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.
- 3.1.3. Language of Bid :  
All documents relating to the bid shall be in the English language.

#### **3.2 Documents comprising the Bid:**

##### **The Proposal should be submitted online (N-procure) in two Parts:**

- “Part 1: “Technical Proposal”** which will consist of details mentioned in **Clause 3.2.1** of this tender and required to send the hard copies of all required documents within 7 days of the date of opening of the tender.
- “Part 2: Financial Proposal”** to be submitted online only. No hardcopy of financial proposal or any reference of quoted fees to be submitted with the above documents.

##### **3.2.1 TECHNICAL PROPOSAL**

- a. The Earnest Money Deposit & Tender Fee paid ONLY through digital mode of payments will be considered. The details are as under: -  
Account no.: - 10080100022427  
IFSC Code: - BARBOGANKUT, Bank of Baroda, Gandhidham Branch
- b. Tender documents together with accompaniments duly stamped and signed on each page except **Annexure-A** (Price Bid).
- c. The Bio data (Resume/CV's) of Financial, Legal & Technical Experts to be appointed indicating qualification, experience etc. complete in the Prescribed format (**Annexure E & F**).
- d. Bidder should furnish Income tax PAN No. and GST registration no.
- e. Bidder is required to submit the declaration that they have not been banned or debarred by any Govt./ Semi Govt. agency or PSUs.
- f. An undertaking demonstrates that the advisor shall not have a conflict of interest that affect the bidding process as specified under clause no. 3.11
- g. Power of Attorney as specified under clause no. 3.8 (prescribed in **Annexure G**).
- h. Self - Evaluation Sheet as per evaluation criteria (**Annexure H**)
- i. Integrity Pact Agreement as per Clause no. 20 (**Annexure I**).



### 3.2.2 **FINANCIAL PROPOSAL**

It shall contain only **Annexure-A** i.e., Price bid, showing the rate and amount against the items for **“THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF DEENDAYAL PORT AUTHORITY”**. The Financial Proposal is to be submitted online (N-procure) only.

- 3.2.3 The documents as mentioned under Clause no 4.1 shall be submitted ONLINE on N-PROCURE website as well as one Hard copy shall be submitted to the address of “ Executive Engineer (Design ), Deendayal Port Authority, Administrative Office Building, Room No 219, Annex, Gandhidham (Kutch) 370201, Gujarat State”. The Hard copy put in the sealed inner envelope indicating the name and address of the bidder and should reach within 7 days from the date of online opening of the technical bids positively.

The inner envelope containing Technical Proposal shall be finally put in another envelope which shall be sealed and super scribed “Complete tender for the work of **“THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF DEENDAYAL PORT AUTHORITY”** and bear on the bottom left corner the name of the Advisor and addressed to the Executive Engineer(Design) , DEENDAYAL PORT AUTHORITY, Administrative Office Building, Room No 219, Annex, Gandhidham (Kutch), Gujarat State 370201.

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid.

- 3.3 The Technical Proposal will be opened online at 16.30 hrs on 10/01/2024.
- 3.4 DELETED.
- 3.5 The validity of the offer shall be 120 days from the date of opening of the Financial bid and extendable hereafter by mutual consent.
- 3.6 DELETED.
- 3.7 The Advisor whose tender is accepted will be required to enter into an agreement, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at **Annexure "B"**. The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Consultant.

- 3.8 In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so and copy of the same is to be enclosed with Technical bid.
- 3.9 All signatures in tender documents shall be dated. All pages of all sections of tender documents shall be initiated at the lower right hand corner or signed wherever required in the tender papers by the Consultant/ Advisors or by a person holding power of attorney authorizing him to sign on behalf of the Consultant/ Advisor before submission of tender.
- 3.10 The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Advisor at the appropriate time.
- 3.11 The Consultant/ Advisor should confirm that there is no conflict of interest in taking up this Advisory assignment. An undertaking in this regard should be submitted by Advisor that they/ their affiliates will not bid for / rate the same projects and the conflict or interest does not exist or arise.
- 3.12 Bank Guarantee, towards P.G. is acceptable only, if issued by Nationalized/Scheduled Banks(except Co-operative banks) having its Branch at Gandhidham.
- 3.13 **Amendment of Bidding Documents**  
Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.  
Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on [www.deendayalport.gov.in](http://www.deendayalport.gov.in) & on n- procure website [www.nprocure.com](http://www.nprocure.com). Prospective bidders shall acknowledge receipt of each addendum by cable/email to the Employer.  
To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

#### 4. **TENDER EVALUATION**

- a) The selection shall be based on Quality & Cost Based Selection (QCBS) i.e., evaluated on 70:30 basis.
- b) Eligibility for submission of the bids does not qualify the Bidders to be part of opening the Financial Bid, if the bidder is not qualified in evaluation of the Technical Bid.
- c) The Eligibility criteria and evaluation methodology have been detailed out in the **BID SUMMARY SHEET (Annexure C)**.

- d) Financial Bid would be opened for only those Bidders who have scored minimum 70 out of 100 marks in Technical Evaluation.
- e) If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total number of pre-qualified and short-listed bidders shall not exceed two.

#### **4.1. Responsiveness of the Proposal**

A Bid shall be considered for evaluation only if:

- a. It is accompanied by the proper EMD& Tender Fee;
- b. It is received as per formats prescribed of Technical Proposal
- c. It is received by the Bid Due Date including any extension thereof made pursuant to this TENDER;
- d. It is properly stamped, signed, and sealed as per the terms of this TENDER;
- e. It is accompanied by the Resume/CV's as specified under this TENDER;
- f. It is accompanied by the Power(s) of Attorney as specified under this TENDER;
- g. It is accompanied by the undertaking of Conflict of Interest as specified under this TENDER;
- h. It contains all the information (complete in all respects) as requested in this TENDER;
- i. It contains information in formats same as those specified in this TENDER;
- j. It contains certificates and statements as per the terms of this TENDER;
- k. It does not contain any condition or qualification.

#### **4.2. Evaluation of Technical Proposals**

- a. DPA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (ToR). The evaluation shall be as per the criteria and point system specified in the Data Sheet (Summary Sheet) of this TENDER document. A Proposal may be rejected at any stage if it does not respond to the provisions of this TENDER document, and particularly the ToR or if it fails to achieve the minimum Technical Score indicated in the Data Sheet (Summary Sheet Annexure - C).
- b. To assist in the process of evaluation of Proposals, DPA may, at its sole discretion, ask any Bidder for clarification on its Proposal. No change in the substance of the Proposal would be permitted by way of such clarifications.
- c. Only those Applicants/ Bidders who scores a minimum overall Technical Score of 70 marks out of 100 marks shall qualify for further consideration. If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total no. of pre-qualified and short-listed bidders shall not exceed two.

#### **4.3. Opening and Evaluation of Financial Proposals**

- a. After the technical evaluation is completed, DPA shall inform the Bidders who have submitted their Proposals and have qualified in the Technical Evaluation.
- b. The eligible Bidders, who have qualified in the Technical Evaluation, shall be notified of being qualified for opening of the Financial Proposal submitted online. The Bidders' representatives may attend the opening of Financial Proposal online as per the time and place informed by DPA.

- c. Financial Proposal shall be opened in the presence of the Bidders' representatives, who may choose to remain present at the time of online opening of the Financial Proposals.
- d. DELETED
- e. The Consultancy Services fee indicated in the Financial Proposal Submission Forms shall be deemed as final and reflecting the Consultancy Services fee for the Assignment. Omissions, if any, in costing any item shall not entitle the firm/ entity to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant.
- f. The Bids will be evaluated on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal.
- g. Total Marks = ((Technical Score) X 70%) + ((Financial Score) X 30%)
- h. The Bidder scoring highest Total Marks shall be awarded the assignment and termed a 'Preferred Bidder'.

## 5. **EARNEST MONEY DEPOSIT / BID SECURITY**

- i. No tender will be considered which is not accompanied by a sum of Rs.3,81,671.00 (Rs. Three Lakhs Eighty One Thousand Six Hundred Seventy One only) as Earnest Money Deposit.
- ii. EMD of unsuccessful bidders other than H1 and H2 is refunded immediately after ranking of price bids. Earnest money of H2 is refunded immediately after entering in to agreement with H1 and acceptance of performance Guarantee from H1.
- iii. EMD is refunded Suo-motto without any application from the bidders.
- iv. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- v. The Bid security may be forfeited, if
  - a. The bidder withdraws the bid after bid opening during the period of bid validity.
  - b. The bidder does not accept the correction of bid price, pursuant to any Arithmetic error
  - OR
  - c. The successful bidder fails within the specified time limit to
    - I. Sign the Agreement or
    - II. Furnish the required Performances security.
- vi. In case of Micro and small Enterprise (MSMEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of tender fee/EMD, such bidder shall upload the scanned copy of valid certificate in Preliminary bid as well as duly filled in and signed "**Bid Securing Declaration**" as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at **(ANNEXURE J): -**

<b><u>Division 71</u></b>	Architecture and engineering activities; technical testing and analysis
711	Architectural and engineering activities and related technical consultancy

7110	Architectural and engineering activities and related technical consultancy
71100	Architectural and engineering activities and related technical consultancy

## **6. PERFORMANCE SECURITY/ SECURITY DEPOSIT:**

6.1. Security Deposit shall consist of two parts: (a) Performance Guarantee to be submitted at award of work as per prescribed format at **Annexure -D**, and (b) Retention Money to be recovered from Running Bills.

- i. Performance Security shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of bank Guarantee (as per prescribed format at **Annexure -D**) with “Digital mode of Payment” , within 21 days on receipt of Letter of acceptance and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% retention money to commence from the first bill onwards @5% of the bill value from each bill. Retention money will be refunded within 14 days from the date of payment of final bill. Balance Security Deposit will be refunded after the Engineer has certified that the work has been completed fully and satisfactorily under completion certificate.
- ii. Failure of successful Bidder to comply with the requirement of (1) above (i.e., submission of 5% performance Guarantee within 21 days on receipt of L.O.A) shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security (i.e., EMD).

### **6.2. Refund of Security Deposit:**

The balance security deposit so held (covered by clause 6.1) shall become due and be release after the Engineer has certified that the work has been fully and satisfactorily completed under a final completion certificate.

### **6.3. Forfeiture of Security Deposit:**

The Chairman may, at his option, forthwith forfeit the above security deposit in whole or in part if in the opinion of the Chairman, the Contractor has failed to fulfil any of all of the conditions of his contract, without prejudice to any and all right of the Board to recover from the Contractor any amounts failing due to Board through non observing by the Contractor of any of the clauses hereof.

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

The board scope of work Third Party Inspection Agency (i.e., TPIA) will be as follows: -

- 1) The TPIA shall visit and supervise the site of works daily. The TPIA shall submit daily activity report to Engineer In Charge of the work regarding progress of work and quality of work in the form as specified. The TPIA will offer his remarks / observation during his site visit in site visit register as well as issue the inspection notes and immediately implement the measures to rectify the work without delay in execution.
- 2) To Assist and guide Deendayal Port AUTHORITY’s staff in interpretation of the Technical Specification, etc. as and when required. Decision of the DPA will be final.

- 3) To assist Deendayal Port AUTHORITY in implementation of quality control measures to ensure quality of work, and also in approval of field testing laboratories in respect of facilities, adequacy, agreements, equipment's as per contract documents.
- 4) To assist Deendayal Port AUTHORITY for cross verifying the quality of the work, by carrying out inspection, testing, quality audit, verification of site records regarding quality of materials and its certification and any other means required in this connection.
- 5) The TPIA shall familiarize himself, with the help of sample surveys, visit and inspections in the field and by examination initially of one set of documents such as detailed estimates, contract documents, including specifications, interim Certificates, quality control test results and other relevant documents
- 6) The TPIA will examine the quality & workmanship of work.
- 7) To suggest various measures for achieving required quality in the work. To sort out all problem regarding quality of work, during the course of execution and to give proper suggestions.
- 8) Review the test result/ Certificate of all construction materials and the sources for assessing their suitability in works.
- 9) To provide all necessary formats for quality control acceptable as per Indian Standard/ PWD procedure/ MORTH specifications for respective work to be provided in advance to the concerned Engineer-in-charge of the work.
- 10) Assist the concerned Technical staff on technical supervision of the works to ensure the quality and in conformity with the standards and specifications prescribed in the contract.
- 11) Assist technical staff during inspection about the contractor's work so as to determine their suitability for work at site. Assistance shall also be provided during periodic inspection of machineries deployed by the contractor/ equipment. Also review the suitability of source of materials and their quality on the basis of inspection, test result, manufactures' Certificate etc.
- 12) Inspect the works on substantial completion before take over and indicate to the contractor / Deendayal Port AUTHORITY's concerned staff / officers any rectification required and any outstanding work or any defects may notice during the liability period of the contractor to be carried by the contractor.
- 13) Assist the Deendayal Port AUTHORITY in monitoring progress of the works at regular intervals using modern aids such as computer aided management techniques. Also review and assist and work with Deendayal Port AUTHORITY staff for effective implementation of quality control/ Quality Assurance system and to have harmony in implementation of work so that the work can be completed in time framed with desired quality of final work.
- 14) If TPIA considers any items of work substandard or unacceptable, he will inform the contractor as well as Deendayal Port AUTHORITY if any rectification required in writing providing full justification thereof with all necessary supporting data.
- 15) The TPIA shall provide inspection note along with all details i.e., supporting, highlighting problem

area and its solution.

- 16) The TPIA shall not admit any deviation in the specifications.
- 17) The TPIA shall not issue any instruction directly if in his opinion it is found necessary to change specifications or modify design. The same shall be brought to the notice of the Engineer In Charge of the work.
- 18) The TPIA shall recommend to Engineer In Charge of the work to grant the permission to start the work on the basis of quality check of materials as well as form work and scaffolding etc. on site, machinery and any other requirement related to tender.
- 19) The TPIA is expected to see that the contractor shall undertake frequency of testing of materials as per contract agreement.
- 20) Reporting, Documentation, Quality certification etc.
- 21) To carry out NDT Test as and when required. All the Machinery and equipment's required for the NDT test shall be arrangement by the concern contractor of the work. TPIA shall not bear this cost.
- 22) The TPIA shall provide quality Certificate to the Engineer-in Charge of the Work with bill of contractor with conformation with the specification.
- 23) **Reporting requirement:**
  - a. The TPIA shall submit 5 copies of each of the following reports periodically to the Engineer-In-Charge of work. The language of reports shall be in ENGLISH. These outputs shall be on soft as well as hard copy. The reports shall be prepared using MS WORD/MS EXCEL, on the format as approved by the Engineer-In-Charge of work.

**TABLE**

Sr. No	Particulars of report	No. Of Hard Copies	Frequency
1	Inception report	5	* Once • Within two weeks from the commencement of services for the work.
2	Weekly Inspection & Progress Reports	5	• Weekly
3	Certification of Quality of Work	5	Fortnightly on every 2 <sup>nd</sup> and 17 <sup>th</sup> of month.
4	Final completion report (including certification of inspected project /works)	5	• Once • Within 15 days after completion of the execution of work, by contracting Agency.

The reports shall be submitted to the concerned Engineer in charge of the concerned work and as intimated from time to time.

**24) Inception Report shall include the following:**

1. Work plan, mobilization etc.
2. Quality assurance plan.
3. Preliminary assessment of potential difficulties, if any and mitigating measures.
4. Any more information as deemed necessary.

**25) Inspection Reports shall include the following: -**

- 1) Details of activities in progress and major issue and the observation of TPIA's Engineer during the week and progress of work with respect to work programme. In case of emergency it should be required daily.
- 2) Technical and quality audit reports, checking of site record maintained by the supervisory staff of contracting agency etc.
- 3) Any problem met with during the course of execution, analysis and solution thereto.
- 4) Any more information as deemed necessary.

**26) Certification of Quality of Work shall include the following: -**

1. Material testing, quality certification etc.
2. Test reports & comments if any.
3. Any more information as deemed necessary.
4. Bidder shall submit the quality certificate at every month in prescribed format at Annexure-K.

**27) Final Completion Report shall include the following: -**

1. Project/work description.
2. Terms of reference.
3. Comments on Construction operations.
4. Problems encountered during construction.
5. Certificate regarding the quality of work executed for each items of work.
6. Recommendation to the DPA for future similar projects/works.
7. Any other information as deemed necessary and Certificate that all work has been completed as per terms and conditions of tender.
8. Any more information as deemed necessary.
9. Bidder shall submit the completion certificate after completion of each work in prescribed format at Annexure-L.

**28) Laboratory, Field testing:**

- i) Laboratory testing of materials/ samples in required frequency as per IS provisions/ work specifications shall be obligatory to the contracting agency and all the cost in this regard, either in DPA laboratory, government laboratory or government approved laboratory including transportation



of samples shall be borne by the contracting agency. TPIA shall not have to bear this cost.

ii) TPIA shall witness at least 10% of quality control tests being carried out by staff of Deendayal Port AUTHORITY/ Contracting Agency. The TPIA controls the process of testing with help of contractor.

iii) All machinery and equipment for NDT Testing if required as per IS provisions or in case of doubtful value obtained in routine testing shall be arranged by contracting agency of the said work and all the expensive born by the contracting agency of the said work.

iv) Assist the Deendayal Port AUTHORITY staff on work to ensure quality and conformity with standards and specifications prescribed in contract and review the frequency of quality control tests.

v) If in opinion of the TPIA any item of work is substandard or is not within the acceptance criteria, he will inform to the Engineer-In-Charge of work DPA as well as contracting agency, the rectification required, (in writing) to be carried out, providing full justification thereof, with all necessary supporting data test results.

- 29) The number of quality Assurance Engineer along with supporting staff required to be deployed shall be assessed by the TPIA. However, at least four graduate degree civil engineers as quality Assurance Engineer shall have to be deployed and have minimum 08 year's experience in similar work. (i.e. as specified in summary sheet). They all shall work under the overall in charge of work, who will be the Team Leader, and shall be responsible to interact with Engineer-in-charge or his representative & have 12 years experience after graduating with Engineering Degree. However, additional staff or personnel if required to complete the assignment in the prescribed time, must be provided, within the total tendered cost only. DPA shall not be responsible for any wrong assessment by TPIA and shall not in any case bear any additional cost arising there from.
- 30) The Bidder shall deploy competent requisite Professional staffs/ Key Personnel (i.e., Team leader, quality Assurance Engineers) on full time basis stationed at DPA office, Gandhidham and as when required at site of the work and at Laboratory.
- 31) No changes will be made in Professional staff/ Key Personnel position except as the DPA may otherwise agree in writing. The prior approval for Professional staff/ Key Personnel's substitute should be obtained from the Chief Engineer.
- 32) In case the firm is proposing key personnel from educational/ research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with his CV.
- 33) In case of absence of Professional staff / Key Personnel (i.e., quality Assurance Engineer and team leader) other than permitted holidays/ leave, the proportionate deduction @ twice the rate per day of each absent person from monthly payments will be made on quoted amount of respective year. The Professional staff / Key Personnel is entitled to avail 1 day leave in a month. However, at all the time, at least 4 Professional staff / Key Personnel will have to be available.

## **8. General Terms & Conditions:**

- 8.1. The Contract period will be initially for a period of 2 years as per the Work Order, which is extendable up to one year with same terms & conditions with mutual consent with the rate quoted for 2<sup>nd</sup> year without any extra payment and it shall be evaluated for total two years.
- 8.2. Necessary RENT FREE office space with minimum furniture will be provided by DPA, However the furniture, computers with internet facilities, other stationary etc., shall be arranged by the TPIA at his own cost.

- 8.3. The office will function during all the working days and, if required, on holidays also during exigencies.
- 8.4. Availability of Professional staff / experts:**
- i. The Consultant shall ensure availability of the requisite Professional staff/ Experts / Key Personnel deployed for the assign works at Deendayal Port Authority during entire consultancy period including if extended period.
- 8.5. The Consultant should provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract. The Consultant shall assign specific individuals to the key positions and that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to Deendayal Port Authority (DPA).
- 8.6. Joint Venture, sub-consultancy OR Consortium shall not be permitted by the Deendayal Port Authority.
- 8.7. 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 (i.e., annual Lump-sum amount quoted divided by 12 months per person) from accepted tender cost for that particular year.
- 8.8. The each of Key person is entitled to avail 1 day leave in a month. However, at all the time, at least 4 experts will have to be deployed for the assign works while on one-day leave of key person. Further, for availing leave for more than 1 day by Key person, the Consultant is liable to provide equivalent substitute thereof for the assign works.
- 8.9. One “E” Type quarter at Port Colony, Gandhidham/ Kandla will be provided RENT FREE for each person if available. However, the Electricity, Water and other service charges will be charged extra.
- 8.10. No local transport will be provided. However, in case they are required to travel outside headquarter as per instructions of Chief Engineer, Deendayal Port Authority, the expenses for conveyance and subsistence actually incurred, by the Advisor or his authorized representative (during visit out of his Head office) for performing the work as per ToR, shall be reimbursed by Deendayal Port as per actual. For reimbursement, Advisor shall have to submit the bill along with supporting original vouchers. The upper most entitled class of journey will be the “Economic Class” in case journey is performed by flight (i.e. by air) and “1<sup>st</sup> class AC” in case journey is performed by rail. For road journey as per actual expenditure incurred.
- 8.11. The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of DPA.
- 8.12. The Consultant shall have to arrange at his own cost the entry permit for himself and his staff etc. from CISF, Deendayal Port AUTHORITY, in case of works inside cargo jetty/ oil jetty area at Kandla/Gandhidham/Vadinar area (Jamnagar Dist), as per the rules and regulation in force at time.

**9. Mode & RELEASE OF PAYMENT:**

The payment will be released on monthly basis on Pro-rate basis (i.e., annual Lump sum amount quoted divided by 12 months) on submission of Certificate of consultancy service (i.e., Third Party Inspection and Quality Assurance) regarding the satisfactory performance as per the scope of the work the tender document from the concern Engineer In-Charge of the works.

**10. TAXES & DUTIES:**

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

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

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

- i. GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- ii. The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors /professionals and others for work order/contracts exceeding Rs.2,50,000.00/-
- iii. Contractor / Service provider / supplier etc., has to ensure timely and proper filling of GSTR 1 so that DEENDAYAL PORT AUTHORITY can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider/supplier.

**11. CARE AND DILIGENCE:**

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

**12. SUSPENSION:**

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

### **13. TERMINATION OF SERVICES:**

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

13.1.1. 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 12.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to confirm availability of Key Experts as required in Clause 8.4.

13.1.2. 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 Advisor, terminate the Consultant's employment under the Contract

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

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

#### **14. ARBITRATION:**

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996 as amended from time to time.
- (ii) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- (iii) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (iv) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (v) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (vi) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (vii) The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- (viii) Arbitration shall be conducted in accordance with the provision of Indian Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (ix) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (x) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xi) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

**15. Language and Law Governing the Contract:**

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

**16. Confidentially**

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

**17. Reporting Obligations**

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

**18. Documents Prepared by the consultant to be the Property of Board**

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

**19. Performance Guarantee (PG)**

The PG shall be valid until the successful completion of contract period and six (6) months thereafter. No claim shall be made after the issue of completion certificate and the PG shall be returned to the Consultant after the successful completion of contract by the Consultant.

**20. Integrity Pact**

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement form enclosed at **Annexure-I**). Shri S . K Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been appointed as Independent External Monitor for Integrity Pact, whose address is as under:

Shri S . K Sarkar, IAS (Retd.)	Shri Saurabh Chandra, IAS (Retd.)
B-104, Nayantra Aptt, Plot no 08-B, Sectore-7, Dwarka, New delhi-110 075	A-9, Sector-30, Noida (UP) 201301
Mobile Nos. 9811149324	Mobile Nos. 9871322133
Email :- <a href="mailto:sksarkar1979@gmail.com">sksarkar1979@gmail.com</a>	Email :- saurabh7678@yahoo.co.in

The bidder have to sign and seal and upload the scanned copy of Integrity Pact form (in the tender document as per Annexure – ‘I’) along with the Technical Proposal as a token of acceptance. Original hard copy of the same along with the tender documents shall have to forward subsequently so as to reach the office of Executive Engineer(D) within 7 days of opening of the Technical bids positively. However, the Agreement is to be executed during the issuance of Pre- Acceptance letter.

## **21. Insurance & Risk Coverage**

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.

**EXECUTIVE ENGINEER (DESIGN)  
DEENDAYAL PORT AUTHORITY**

**Consultant**

## ANNEXURE – A

## PRICE BID

SCHEDULE FOR ITEM OF WORK:

**“THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF DEENDAYAL PORT AUTHORITY”**

Description	Amount	
	In fig.	In words
Lump-sum charges including all taxes, duties for performing scope of work as per <b>clause no. 7</b> of the Tender for the subject work. The amount quoted shall be exclusive of Goods & Service Tax which shall be reimbursed in accordance with clause no. 10 of Tender document.		
1 <sup>st</sup> year		
2 <sup>nd</sup> year		
Total Rs.		

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

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

(ii) The payment for the lump sum fee to be quoted by the bidder will be made only in Indian rupees.

(iii) \*The Bidder shall also quote prevailing GST rate as per clause. no. 10.

Signature of Advisor with seal

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Executive Engineer(Design)



**Form of Agreement**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Board of Deendayal Port Authority a body corporate under Major Port Authority's Act, 2021, having its Administrative Office Building at Gandhidham (Kachchh) (hereinafter called the 'Board', which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part «Name\_of\_Party», «Address\_of\_Party», «Address\_1», «Address\_2», «Address\_3», (Name and address of the Consultant if an individual and all partners if a partnership with all their addresses) (hereinafter called the 'Consultant' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Board is desirous of carrying out the work of "«Name\_Of\_Work»" and whereas the Consultant has offered to execute and complete such works.

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

Rs. \_\_\_\_\_ paid towards EMD to be treated as Security Deposit. Balance amount of

Rs.«Balance SD»Rs. \_\_\_\_\_/- to be recovered from work bills.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read as construed as part of this agreement viz. :-
  - i. The tender submitted by the Consultant.
  - ii. The conditions of contract.
  - iii. The entire scope of work as per clause no. 7
  - iv. The schedule of items of work with quantities and rate.
3. The Consultant hereby covenants with the Board to complete the work in conformity, in all respects to the satisfaction of Board in accordance with the provision of the contract.
4. The Board hereby covenants to pay the Consultant in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.

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

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

M/s \_\_\_\_\_

(Name, signature description and seal of Technical Consultant)

Witness : (Name , signature , address)

\_\_\_\_\_  
\_\_\_\_\_

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

Witness : (Name , signature , address)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

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

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

Secretary  
Deendayal Port Authority

**BID SUMMARY SHEET**

<b>1.1</b>	<b>Name of the Assignment: THIRD PARTY INSPECTION AND QUALITY ASSURANCE FOR THE WORKS COSTING MORE THAN 1 CRORE OF CIVIL ENGINEERING DEPARTMENT OF DEENDAYAL PORT AUTHORITY.</b>																		
<b>1.2</b>	Technical Proposal including EMD and Tender Fee are to be submitted in sealed Envelope as mentioned under clause no. 3.2.																		
<b>1.3</b>	<p><b>Evaluation Method:</b>  The Bidder who has (based on the Technical bid evaluation) scored a minimum technical score of 70 Marks out of 100 marks will be considered as qualified for the Financial Bid opening and evaluation.  If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total no. of pre-qualified bidders shall not exceed two.</p> <p><b>Quality and Cost Based Selection:</b>  Total Marks = (Technical Score)*70% + (Financial Score)*30%  The Bidder scoring highest Total Marks shall be awarded the assignment.</p>																		
<b>1.4</b>	<p><b>1.4.1 Technical Evaluation:</b>  Technical Bid Evaluation and Marking System – Total Marks – 100  It is expected that for carrying out this assignment the Consultant would engage the Services of following Professional Consultants as part of the TPI team .</p> <table border="1"> <tr> <th colspan="4">Qualification, Experience of Professionals and Key Expert</th><th>Total Marks – 100</th></tr> <tr> <th>Sr. No.</th><th>Category of professional (s)</th><th>Qualification</th><th>Experience</th><th>Marks</th></tr> <tr> <td>1.</td><td>Team Leader (Civil Engineer): 1 Key person</td><td>Graduate /Post Graduate Degree in Civil Engineering</td><td>Minimum 12 years' experience in *similar assignment</td><td>Total 20 marks: (a) Qualification ---for Post Graduate- 8 marks , for Graduate-5 marks (b) For experience in similar assignment (total 12 marks maximum for Post Graduate &amp; 15 marks maximum for Graduate) 1.0 mark of each completed year. (Note:- experience shall be evaluated on acquiring qualification of Graduation)</td></tr> </table>				Qualification, Experience of Professionals and Key Expert				Total Marks – 100	Sr. No.	Category of professional (s)	Qualification	Experience	Marks	1.	Team Leader (Civil Engineer): 1 Key person	Graduate /Post Graduate Degree in Civil Engineering	Minimum 12 years' experience in *similar assignment	Total 20 marks: (a) Qualification ---for Post Graduate- 8 marks , for Graduate-5 marks (b) For experience in similar assignment (total 12 marks maximum for Post Graduate & 15 marks maximum for Graduate) 1.0 mark of each completed year. (Note:- experience shall be evaluated on acquiring qualification of Graduation)
Qualification, Experience of Professionals and Key Expert				Total Marks – 100															
Sr. No.	Category of professional (s)	Qualification	Experience	Marks															
1.	Team Leader (Civil Engineer): 1 Key person	Graduate /Post Graduate Degree in Civil Engineering	Minimum 12 years' experience in *similar assignment	Total 20 marks: (a) Qualification ---for Post Graduate- 8 marks , for Graduate-5 marks (b) For experience in similar assignment (total 12 marks maximum for Post Graduate & 15 marks maximum for Graduate) 1.0 mark of each completed year. (Note:- experience shall be evaluated on acquiring qualification of Graduation)															

2	Quality Assurance Engineer (Civil Engineer) - :  4 Key Persons	Graduate Degree in Civil Engineering	Minimum 8 years' experience in similar assignment	Total 80 marks:(Four Persons)  <u>For each person-20 Marks</u> (a) Qualification – 6 marks. (b) For experience in Similar assignment (total 14 marks maximum) 1 marks for each Completed year.
---	--	--------------------------------------	---	--

**Note: -**

- i. Above required criteria of Educational qualification & Minimum Experience for the evaluation, Team member /Key persons not meeting the above required criteria won't be considered for evaluation.
- ii. Only Completed Projects shall be eligible and considered while evaluating.

**1.4.2. Financial Evaluation:**

The lowest evaluated Financial Proposal ( $F_m$ ) is given the maximum financial score ( $S_f$ ) of 100.

The formula for determining the financial scores ( $S_f$ ) of all other Proposals is calculated as following:

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

- **The weights given to the Technical (T) and Financial (P) Proposals are: T = 70%, and P = 30%**

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

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

<b>1.5</b>	<p><b>Period of the Assignment:</b></p> <p>The Contract period will be initially for a period of 2 years from the date of issuance of Work Order, which is extendable up to one year with same terms &amp; conditions with mutual consent with the rate quoted for 2<sup>nd</sup> year without any extra payment and it shall be evaluated for total two years.</p>
<b>1.6</b>	<p>Bidder will enter into the Consultancy Agreement within 21 days from the date of issuance of Letter of Award (LoA).</p>

**Note:**

- i. The Bidders shall submit the self-evaluation sheet (**Annexure-H**) as per above criteria. The Bidders' self-evaluation sheet is only for reference purpose and will not be part of evaluation of the Bidders.
- ii. \*Similar Assignment means :  
*"Key person having experience of supervisions/management/construction in the field/works like, Third Party Inspection and Quality assurance/Consultancy of Civil Projects/marine structural works/ Assignment of supervision of civil/ marine works etc., of large magnitude as well as turnkey projects and other projects with component of any civil construction works shall be considered as similar assignment"*.

**SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY****DEPOSIT**

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

To,

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

In consideration of the Board of the Port of [insert name of port] incorporated by the Major Port Authority Act, 1963 as amended by Major Port Authority (Amendment) Act 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of the port of [insert name of port], its successors and assigns) having agreed to exempt (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide (Name of the Department)'s letter No. \_\_\_ Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_ dated \_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_ (Rupees \_\_\_\_\_) only against any lessor damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

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

4. We, \_\_\_\_\_ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the

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

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

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

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

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein :

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);

(b) ) This Bank Guarantee shall be valid 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).”

10. (i) Name of Beneficiary's Bank

(ii) IFSC No. of Beneficiary's Bank

(iii) Bank Account No. of Beneficiary

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

For (Name of Bank) (Name) Signature

**PARTICULARS OF PROPOSED KEY PERSONNEL**

Sr No	Key Personnel – Current Position and Proposed Position	Name of Key person	Education Qualification	Professional Experience	Employment Profile		Experience in Similar Assignment
					Name of the firm	Employed Period (from Month-Year– To Month-Year )	
1	Team Leader						
2	Quality Assurance Engineer 1st						
3	Quality Assurance Engineer 2nd						
4	Quality Assurance Engineer 3rd						
5	Quality Assurance Engineer 4th						

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

Date: .....

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



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

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

From [Month & Year]:_To [Month & Year]: _ Employer: __ Positions held: _____	Project 1.....	role and Services
	Project 2.....	role and Services
	Project 3.....	role and Services
	Project 4.....	role and Services

## 11. Detailed Tasks Assigned

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

## 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_ Month & Year: \_\_\_\_ Location: \_\_\_\_ Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_ Positions held: \_\_\_\_  
Activities performed: \_\_\_\_\_

## 13. Certification:

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

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

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

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

## Notes:

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

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

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

Know all men by these presents, we, ..... (name of Consultant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for "**Appointment of Third Party Inspection & Quality Assurance agency form the IPA empaneled firms of Project Management Category for ‘Third Party Inspection and Quality Assurance for the works costing more than 1 crore of Civil Engineering Department of Deendayal Port Authority’**" including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to DPA, representing us in all matters before DPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with DPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for "**Appointment of Third Party Inspection & Quality Assurance agency form the IPA empaneled firms of Project Management Category for ‘Third Party Inspection and Quality Assurance for the works costing more than 1 crore of Civil Engineering Department of Deendayal Port Authority’**".

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE  
EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

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

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

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

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

**SELF EVALUATION SHEET AS PER EVALUATION CRITERIA**

Qualification & Experience of Team Members/Key persons	Criteria/Sub-criteria	Max. Marks as per Tender	Score claim of applicant firm	Cross-reference to applicant's proposal and Tender with page no.
One Team Leader (Civil Engineer)	Sr. no. 1 of sub clause no. 1.4.1 of <u>Annexure-C i.e. Bid Summary Sheet</u>	20		
Four Quality Assurance Engineers (Civil Engineer)	Sr. no. 2 of sub clause no. 1.4.1 of <u>Annexure-C i.e. Bid Summary Sheet</u>	80		

**INTEGRITY PACT**

**Between**

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

and

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

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

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

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

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

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

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

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to

the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

#### Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

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 6 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.

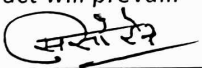
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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

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

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

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

(For & on behalf of the Principal)   
Executive Engineer (Design)

(Office Seal)

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

दीनदयाल पोर्ट प्राधिकरण  
Deendayal Port Authority

(For & on behalf of the Bidder/ Contractor)

(Office Seal)

Witness-1:

(Name & Address) \_\_\_\_\_

Witness-2 :

(Name & Address) \_\_\_\_\_

**ANNEXURE J**

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

Bid Security Declaration Form  
Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

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

I/We. The undersigned, declare that:

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate).

**CERTIFICATION OF QUALITY OF WORKS IN PROGRESS  
(TO BE SUBMITTED IN LETTER PAD)**

Name of work	
Tender No	
Concerned division	
Divisional Engineer-in Charge	
Estimated cost	
Contract value	
Work order /agreement no	
Name of Agency	
Date of commencement of work	
Schedule date of commencement of work	
Schedule date of completion of work	
Carried out Laboratory tests/material test as per Indian Standards (with mention IS code) (as per attached separately, if required)	1) 2) 3) etc,
Work progress	

It is certified that Inspection & Quality assurance has been carried out as per Indian standard for the work “ Name of work “ by us and it is found satisfactory as per the tender specifications, terms & conditions. The quality of workmanship and materials used during execution of work found satisfactory as per the Tender specifications & all material testing have been carried out in our presence as per Indian Standard. The work is in progress.

Seal & sign by Consultant

Vetted by concerned divisional official of DPA

**CERTIFICATION OF QUALITY OF WORKS FOR COMPLETED WORK  
(TO BE SUBMITTED IN LETTER PAD)**

Name of work	
Tender No	
Concerned division	
Divisional Engineer-in Charge	
Estimated cost	
Contract value	
Work order /agreement no	
Name of Agency	
Date of commencement of work	
Schedule date of commencement of work	
Schedule date of completion of work	
Actual date of work completion	
Amount of Actual work done/ present status	
Carried out Laboratory tests/material test as per Indian Standards(with mention IS code) (as per attached separately, if required)	1) 2) 3) etc,

It is certified that Inspection & Quality assurance has been carried out as per Indian standard for the work “ Name of work “and it has been found satisfactory as per the tender specifications, terms & conditions. The quality of workmanship and materials used during execution of work found satisfactory as per the Tender specifications & all materials testing has been carried out as per Indian Standard. The work is completed.

Seal & sign by Consultant

Vetted by concerned divisional official of DPA