

# DEENDAYAL PORT AUTHORITY



STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL  
AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for  
two years and further extendable for one year

**Superintending Engineer (PL) & EMC(i/c)**  
**Deendayal Port Authority,**  
**Administrative Office Building**  
**Annex Building, Ground Floor, Room No 112,**  
**Gandhidham – 370 201.**  
**Kutch District, Gujarat State**  
**INDIA**  
**Telephone: (O) 9822077507**  
**Fax No. 02836- 220050**

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

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

## DEENDAYAL PORT AUTHORITY

### COMPETITIVE BIDDING

**BID NO: SE(PL)/EMC/DEC/18/2023**

**NAME OF WORK: -**” STRENGTHENING OF EXISTING ENVIRONMENTAL  
MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of  
environment experts for two years and further extendable for one year “

#### **PERIOD OF DOWNLOADING BID DOCUMENTS**

FROM	DATE 07/12/2023	TIME 10:00 HRS
TO	DATE 28/12/2023	TIME 16:00 HRS
LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 28/12/2023 TIME 16:00 HRS		
*TIME AND DATE OF OPENING OF BIDS	DATE 28/12/2023	TIME 16.30 HRS

PLACE OF OPENING OF BIDS	Superintending Engineer (PL) & EMC (I/C) Deendayal Port Authority, Administrative Office Building Annex Building, Ground Floor, Room no 112, Gandhidham – 370 201. Kutch District, Gujarat State INDIA
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OFFICER INVITING BIDS : Superintending Engineer (PL) & EMC (I/C)

**DEENDAYAL PORT AUTHORITY  
ONLINE -E-TENDERING  
TENDER NOTICE NO. SE(PL)/EMC/DEC/18/2023**

**Name of the work ”** STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year”.

Tenders in E-tendering system are invited for the work of ” STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year” Estimated Cost Rs 2,32,38,333/- , EMD : Rs. 2,32,383/- by Superintending Engineer (PL) & EMC (i/c), Deendayal Port Authority, Annex, Administrative Office Building, Ground Floor, Room No 112 , Gandhidham – 370 201. Kutch District, Gujarat State, INDIA, Telephone : (O)02836-, Fax No. 02836 -220050. Detailed tender notice along with complete tender documents can be downloaded from website <https://dpa.nprocure.com> from **07/12/2023 to 28/12/2023 @ 16:00 hrs.** Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on **28/12/2023 @ 16.30 Hrs.** Date of opening of Financial proposal i.e. price bid shall be notified after scrutiny & evaluation of Technical Bid. Any modification / corrigendum / Addendum made in Tender documents will be hoisted on website. Bidders are advised to visit the website regularly till the date of submission of bid.

**Superintending Engineer (PL)&EMC(I/C)  
Deendayal Port Authority**

## **NOTICE INVITING ON LINE TENDER**

**Details about tender:**

<b>Department Name</b>	Civil Engineering Department
<b>Circle/ Division</b>	Office of the Superintending Engineer (PL & EMC (i/c)), Deendayal Port Authority
<b>Tender Notice No.</b>	<b>SE(PL)/EMC/SEPT/18/2023</b>
<b>Name of Work</b>	STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year
<b>Estimate Cost</b>	Rs. 2,32,38,333/-
<b>Period of Completion (in Months)</b>	24 Months (Further extendable of one year)
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Single Currency
<b>Tender Currency Settings</b>	Indian Rupee (INR)
<b>Qualifying Criteria :</b>	<p>• <b>Quality and Cost Based Selection:</b></p> <p>Total Marks = (Technical Score) *80% + (Financial Score)*20%</p> <p>The Bidder scoring highest Total Marks shall be awarded the assignment.</p> <p>1) Average Annual Financial Turnover during last 3 years ending on 31st March of the previous financial year should be atleast INR 69.71 Lacs.</p> <p><b>** If bidder has turnover certificate for FY 2022-23 (Provisional) same will be accepted while evaluating.</b></p> <p>2) The bidder are required to submit the declaration that they have not been banned or de-listed by any government/Semi government Agency or PSU's.</p> <p>3) The bidder should have no conflict of Interest in taking up the subject work as per clause 1.6 of section 1 of tender documents</p> <p>4) The Eligibility criteria and evaluation</p>

	<p>methodology have been detailed out in the bid summary sheet of Clause 1.4 (Technical Eligibility).</p> <p>5) Integrity Pact document duly scanned, stamped, signed, dated along with two witness signature need to be submitted during preliminary bid stage without which the bid will be considered non-responsive.</p>
Joint Venture	Not Applicable
Rebate	Applicable
Bid Document Fee :	Rs. 2360/-INR (INCLUDING 18% GST)
Bid Document Fee Payable To:	<p>ONLY digital mode of payments will be considered. The details are as under: -</p> <p>Account no.: - 10080100022427</p> <p>IFSC Code: - BARBOGANKUT</p> <p>Bank of Baroda, Gandhidham Branch</p>
Bid Security/ EMD (INR) :	Rs. 2,32,383/-
Bid Security/ EMD (INR) In Favour Of :	<p>ONLY digital mode of payments will be considered. The details are as under: -</p> <p>Account no.: - 10080100022427</p> <p>IFSC Code: - BARBOGANKUT</p> <p>Bank of Baroda, Gandhidham Branch</p>
Evidence of payment of tender fee and EMD	<p><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></p>
Bid Document Downloading Start Date	<b>07/12/2023 10.00 Hrs</b>
Bid Document Downloading End Date	<b>28/12/2023 upto 16.00 Hrs.</b>
Last Date & Time for Online submission of Bids	<b>28/12/2023 upto 16.00 Hrs. on <a href="https://DPA.nprocure.com">https://DPA.nprocure.com</a></b>
Bid Validity Period	120 Days
Condition	<p>E.M.D. &amp; 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. &amp; Tender Fee along with Integrity Pact</p>

	<p>Agreement are received. Accordingly offer of those shall be opened whose E.M.D. &amp; tender fee along with Integrity Pact Agreement are received electronically. However, for the purpose of realization, bidder shall send the same in original to Superintending Engineer (PL) &amp; EMC (I/C) 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 Superintending Engineer (PL) &amp; EMC (I/C), Pipeline Division, Deendayal Port Authority, Annex, AO Building, Gandhidham (kutch)- 370201. within 7 days from the date of opening.</p>										
Remarks	<p>Submission of E.M.D , Tender Fee, Integrity pact agreement and other required Documents need to be submitted during office hours before date 28/12/2023 by R P A D/Speed post or in person in ( in original ) to the office of the Superintending Engineer (PL) &amp; EMC (I/C), Pipeline Division, Deendayal Port Authority, Annex, AO Building, Gandhidham (kutch)- 370201.</p> <p>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 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>(TECH-13 )</b></p> <table border="1"> <tr> <td>Division 70</td><td>Activities of head offices; management consultancy activities</td></tr> <tr> <td>702</td><td>Management consultancy activities</td></tr> <tr> <td>7020</td><td>Management consultancy activities</td></tr> <tr> <td>70200</td><td>Management consultancy activities</td></tr> <tr> <td>Division 71</td><td>Architecture and engineering activities; technical testing and analysis</td></tr> </table>	Division 70	Activities of head offices; management consultancy activities	702	Management consultancy activities	7020	Management consultancy activities	70200	Management consultancy activities	Division 71	Architecture and engineering activities; technical testing and analysis
Division 70	Activities of head offices; management consultancy activities										
702	Management consultancy activities										
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Division 71	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
Bid Opening Date	Technical Bid will be opened on <b>28/12/2023 @ 16.30 Hrs.</b> Date of opening of Financial proposal i.e. price bid shall be intimated to qualified bidders.	
Officer- Inviting Bids:	Superintending Engineer (PL) & EMC(I/C) , Deendayal Port AUTHORITY.	
Bid Opening Authority :	Superintending Engineer (PL) & EMC (I/C) , Deendayal Port AUTHORITY.	
Address:	Superintending Engineer (PL) & EMC (I/C), Pipeline Division, Deendayal Port Authority, Annex, AO Building, Gandhidham - 370201. Kutch District, Gujarat State, INDIA.	
Contact Details :	Telephone :, Fax No. 02836-220050,	

**Superintending Engineer (PL) & EMC(I/C)  
Deendayal Port Authority**

**NOTE:**

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

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

**Contact Details**

Airtel : +91-79-40007501, 40007512, 40007516, 40007517, 40007525  
BSNL : +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)  
Reliance : +91-79-30181689  
Fax : +91-79-26857321, 40007533  
E-mail : nprocure@gnvfc.net  
TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

## **DISCLAIMER**

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

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

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

DPA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in bidding process. Though adequate care has been taken in the preparation of this TENDER Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

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

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

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



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

## **Section -1**

### **Instructions to Bidders**

#### **1.1 Introduction and General Information**

Deendayal Port is situated on the West Coast of India, in the Gulf of Kutch and along the West Bank of DEENDAYAL Creek at 70° 13" E longitude and 23° 01" N Latitude. The Port was developed after Independence of India. It was commissioned in the year 1955 with 2 dry cargo berths and was declared a Major Port.

The economic hinterland of the Major Port of DEENDAYAL comprises of Jammu and Kashmir, Himachal Pradesh, Punjab, Haryana, Delhi, Rajasthan and Western Port Uttar Pradesh, Madhya Pradesh and Gujarat. The Port is served by broad gauge railway. It is also connected with major cities of India by road through the National Highway No.8 A.

With the Globalization of trade the quantum of export/import of cargo in terms of tonnage being handled is rapidly growing. The Port therefore in need to addition to creating new facilities to improve the standards of the cargo handling and provide better facilities, comparable with the best in the world.

Presently the Port has sixteen cargo berths for handling dry cargo traffic, six oil jetties for handling POL products and other liquid cargo traffic at DEENDAYAL within DEENDAYAL Creek and three Single Buoy Mooring (SBM) at Vadinar, in Jamnagar District, for handling crude oil.

#### **1.2 Eligible Bidder**

1.2.1 A Bidder may be company within the meaning of the Companies Act 2013 (incorporated under the Companies Act, 1956)/Partnerships/Proprietorship or from outside India under equivalent law or any combination of them. DPA reserves the right to verify the above details from the respective authorities.

1.2.2 The Bidder should submit a Power of Attorney as per the format enclosed at Tech – 4 authorizing the signatory of the Proposal.

1.2.3 Any business entity which has been barred by Government of Gujarat, Government of India or any other State Governments or any of their agencies, from participating in similar Projects and the bar subsists as on the Proposal Due Date, would not be eligible to submit the Proposal.

#### **1.2.4 INTEGRITY PACT**

The bidder has to execute integrity pact agreement with Deendayal Port Authority (As per agreement form enclosed).

The bidder have to sign and seal and uploads the scanned copy of Integrity Pact form (as per agreement form enclosed) "in preliminary bid as a token of acceptance. Original hard copy of the same along with the tender documents shall have to forwarded

subsequently so as to reach the office of Superintending Engineer (PL)& EMC (i/c) within 7 days of opening of the tenders failing which tender shall be considered irrelevant.

### **1.3 Financial Eligibility**

1.3.1 Average Annual Financial Turnover during last 3 years ending on 31<sup>st</sup> March of the previous financial year should be atleast INR 69.71 Lacs.

### **1.4 Technical Eligibility**

1.4.1 The bidder are required to submit the declaration that they have not been banned or de-listed by any government/Semi government Agency or PSU's.

1.4.2 The bidder should have no conflict of Interest in taking up the subject work as per clause 1.6

1.4.3 The bidder should have valid accreditation certificate of NABET/QCI in the sector - Port, Harbours, Breakwaters, Marine Terminals & Dredging . The bidder should maintain the accreditation with NABET/QCI for the entire period of contract. The bidder should also registered with NABL.

1.4.4 The Bidder may submit notarised completion certificate and copy of notarised work order. Notarised completion certificate is required for Eligible Projects and projects in support of experience claim. In case Completion Certificate is not available, Work order with copy of final invoice, proof of receipt of final payment from client along with financial statement of bank of bidder shall be acceptable. However the work order shall clearly mention the scope of work /Deliverables.

1.4.5 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.

1.4.6 The Eligibility criteria and evaluation methodology have been detailed out in the bid summary sheet.

1.4.7 Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation.

1.4.8 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.

### **1.5 Number of Proposals**

Each bidder shall submit only one bid. Any bidder who submits or participates in more than one Bid will cause all the proposal with the Bidder's participation to be disqualified.

### **1.6 Conflict of Interest**

1.6.1 DPA policy requires that the Bidders provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for

future work.

1.6.2 Bidder shall not have a conflict of interest that may affect the Selection Process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client and the Assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.

1.6.3 The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations under any other Agreements/Contracts or any such understanding which may place it in a position of not being able to carry out the Assignment in the best interests of DPA.

1.6.4 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:

1.6.4.1 Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or

1.6.4.2 There is a conflict among this and other consulting assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Advisor depend on the circumstances of each case. While providing Services to DPA for this particular Assignment, the Advisor shall not take up any assignment that by its nature will result in conflict with the present Assignment; or

1.6.4.3 Any entity which has been engaged by DPA to provide goods or works or Services for an assignment, will be disqualified from providing Services for the same assignment; conversely, a firm hired to provide Services for this Assignment, will be disqualified from subsequently providing goods or works or other Services related to the same assignment;

1.6.5 A Bidder eventually appointed to provide consultancy for this Assignment, be disqualified from subsequently providing goods or works or Services related to the environmental advisory services of the same Assignment and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of six years from the completion of this Assignment; provided further that this restriction shall not apply to Services performed for DPA in continuation of this or any subsequent Services performed for DPA. For the avoidance of doubt, an entity affiliated with the Advisor shall include a partner in the Advisor's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Advisor, as the case may be, and any Associate thereof.

1.6.6 No Sub-Consultancy is permitted for the Assignment without DPA's prior written consent.

## **1.7 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Deendayal Port Authority will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

## **1.8 Contents of Bid Documents**

1.8.1 This TENDER includes the following Sections:

- Section 1 - Instructions to Bidders
- Section 2 - Terms of Reference (ToR)
- Section 3 - Technical Proposal : Standard Forms
- Section 4 - Financial Proposal: Annexure A
  1. Attachment 1 : Form of Contract
- Section 5 – General Conditions of Contract
- Section 6 – Special Conditions of Contract

1.8.2 . The Bidders are strongly advised to examine all the instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required by the Bidding Documents or submission of a Bid not Techno-Commercially responsive, in every respect, will be at the Bidder's risk and shall result in the rejection of its Bid.

## **1.9 Amendment of Bidding Documents**

1.9.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addends.

1.9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online website: <https://DPA.nprocure.com> & Prospective bidder shall acknowledge receipt of each addendum by cable to the Employer.

1.9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, in accordance with sub-clause 1.17 below.

## **1.10 Language of Bid**

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and Deendayal Port AUTHORITY shall be written in English language only.

## **1.11 Currencies of Bid**

The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

## 1.12. Bid Validity

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

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

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

1.12.4 A bidder agreeing to the request will not be permitted to modify his bid.

## 1.13 Bid Security (Earnest Money Deposit-EMD)

### (A) EMD

- No tender will be considered which is not accompanied by a sum of Rs. 2,32,383/- (Rupees two Lakhs Thirty two Thousand Three Hundred Eighty Three only) as Earnest Money Deposit.

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee as per the tender clause and executing the agreement as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Price Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

(ii) EMD will be refunded Suo-motto without any application from the Bidders.

(iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.

(iii) No interest will be allowed on the Earnest Money Deposit from the date of its receipt until it is so refunded.

### (B) The EMD may be forfeited if

(i) The bidder withdraws the Bid after Bid opening during the bid validity;

(ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors; or

(iii) The successful Bidder fails within the specified time limit to

- a) Sign the Agreement or
- b) Furnish the required performance security

(iv) 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 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 **(TECH-13 )**

Division 70	Activities of head offices; management consultancy activities
702	Management consultancy activities
7020	Management consultancy activities
70200	Management consultancy activities
Division 71	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

## 1.14. Alternative Proposals by Bidders

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

## 1.15. Submission of Bids

1.15.1 Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info tower, Bodakdev, Ahmadabad. Tel. 91 79 26857316/17/18 Fax: 91 7926857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190 /9898589652.

1.15.2 The accompaniments to the tender documents as described under clauses ,Section 3 & 4 i.e. Technical Proposal as per the formats given in Section 3 and a Financial Proposal as per the formats given in section 4 shall be Filled in online at (n) procure website. However, the originals/ attested hard copies expect financial bid will have to be sent to the office of SE (PL ) within 7 days of opening of the tenders.

The envelop shall  
(a) be addressed to :  
Office of the SE ( PL ) & EMC(I/C),

Administrative Office Building, Annex, Ground floor,  
Post Box No.50, Gandhidham – 370 201.Kutch District,  
Gujarat State, INDIA,

(b) bear the following identification:

Accompaniments for “STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT  
DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year”

Bid Reference No.

Name and Address of the Bidder

1.15.3 The Technical Proposal should not contain any information related to  
Financial Proposal.

### **1.16 Bidder's Responsibility**

1.16.1 The Bidder is expected to examine carefully the contents of all the documents  
provided. Failure to comply with the requirements of TENDER Document will be at the  
Bidder's own risk.

1.16.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

- (a) made a complete and careful examination of requirements, and other information set forth  
in this TENDER Document;
- (b) received all such relevant information as it has requested from DPA; and
- (c) made a complete and careful examination of the various aspects of the assignment  
including but not limited to:
  - (i) The area under the jurisdiction of Deendayal Port AUTHORITY.
  - (ii) All other matters that might affect the Bidder's performance under the terms of this  
document.

1.16.3 DPA shall not be liable for any mistake or error or neglect by the Bidder in respect of  
the above.

1.16.4 The Bidder, at his own responsibility and risk may visit and examine the site of works  
and its surroundings and obtain all information that may be necessary for preparing the  
Bid and entering into a contract. The costs of visiting the site shall be at the Bidders'  
own expense.

### **1.17. Deadline of Submission of the Bid**

1.17.1 Technical Proposal and financial Proposals must be received by the Employer  
in Online System at <https://dpa.nprocure.com> not later than **16.00 hrs on 28/12/2023**  
in the event of the specified date for the submission of bids being declared a holiday  
by the Employer, the Bids will be received up to the appointed time on the next working  
day.

1.17.2 The Employer may extend the deadline for submission of bids by issuing an  
amendment in accordance with Clause 1.9, 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.



1.17.3 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the bidder shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://DPA.nprocure.com> and the one submitted by the bidder, the conditions mentioned in the port's tender document uploaded on <https://DPA.nprocure.com> shall prevail. Besides, the bidder shall be liable for legal action for the lapses.

### **1.18. Late Bids**

After the deadline prescribed in Clause 1.17 the bids cannot be submitted in the Online System.

### **1.19. Modification and Withdrawal of Bids**

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

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

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

### **1.20. Bid Opening**

1.20.1 On the due date and time, the employer will first open Technical Proposals of all bids received including modifications.

1.20.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

1.20.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

1.20.4 The bids which are technically qualified, their Financial Proposal will be opened. The date of opening of financial Proposal will be declared in <https://DPA.nprocure.com> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in) as well as [www.eprocure.gov.in](http://www.eprocure.gov.in).

1.20.5 The Financial Proposal will be opened only those bids qualify technically.

### **1.21 Responsiveness of the Proposal**

A Bid shall be considered for evaluation only if:

- a) Has been properly digitally signed,
- (b) Meets the eligibility criteria defined,

- (c) Is accompanied by the required Bid security (EMD) and tender fees,
- (d) Is responsive to the requirements of the Bidding documents,
- (e) PAN number and GST number to be quoted invariable by bidder.
- (f) It is received as per formats prescribed of Technical Proposal
- (g) It is accompanied by the Power(s) of Attorney 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;

## **1.22 Evaluation of Technical Proposals**

1.22.1 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 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 Summary Sheet.

1.22.2 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.

1.22.3 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.

## **1.23 Opening and Evaluation of Financial Proposals**

1.23.1 After the technical evaluation is completed, DPA shall inform the Bidders who have submitted their Proposals and have qualified in the Technical Evaluation.

1.23.2 The eligible Bidders, who have qualified in the Technical Evaluation shall be notified of being qualified for opening of the Financial Proposal. The Bidders' representatives may attend the opening of Financial Proposal as per the time and place informed by DPA.

1.23.3 Financial Proposal shall be opened in the presence of the Bidders' representatives, who may choose to remain present at the time of opening of the Financial Proposals.

1.23.4 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 fulfill its obligations as per the ToR within the total quoted price shall be that of the Consultant.

The Bids will be evaluated on the Quality and Cost Based Selection (QCBS) process with 80% weightage to technical proposal and 20% to financial proposal.

$$\text{Total Marks} = ((\text{Technical Score}) \times 80\%) + ((\text{Financial Score}) \times 20\%)$$

The Bidder scoring highest Total Marks shall be awarded the assignment and termed a 'Preferred Bidder'.

## 1.24. Clarification of Bids

- 1.24.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable/email, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 1.24.2 Subject to sub-clause 1.24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should send the same through on line system only.
- 1.24.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

## 1.25 Availability of Professional Staff/Experts

- 1.25.1 The Bidder shall ensure availability of the requisite Professional staffs / Key Personnel **shall stationed at DPA office, Gandhidham during entire contract period.**
- 1.25.2 No changes will be made in key expert position except as the DPA may otherwise agree in writing.

## 1.26 Confidentiality

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

## 1.27 Right to reject any or all Proposals

- 1.27.1 Notwithstanding anything contained in this TENDER, DPA reserves the right to accept or reject all or any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 1.27.2 Without prejudice to the generality of the provisions of the Clause below, DPA reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or uncovered; or
  - (b) a material concealment is detected; or
  - (c) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal
- 1.27.3 Such misrepresentation / improper response / concealment by the Bidder would lead to the disqualification of the Bidder. If the Bidder is the Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then DPA reserves the right to consider the next preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of DPA, including annulment of the bidding process.

## **1.28 Award of Contract and Signing of Agreement**

- 1.28.1 The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Award") the contract amount, completion period of the work, etc will be mentioned in line.
- 1.28.2 The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- 1.28.3 The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award i.e, (Letter of Award). The agreement will incorporate all correspondence between the employer and the successful bidder.

## **1.29 Contract Agreement**

- 1.29.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Award.

The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 1) for the due and proper fulfillment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.

- 1.29.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Engineer's letter /fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 1.29.3 The contract period shall be reckoned from the date of issue of LOA/ work order to commence the work.
- (i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
  - (ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
  - (iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
  - (iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.

- (v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- (vi) The entire agreement should be in type written form/ computer printed form.
- (vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- (viii) All corrections/ additions made in the agreement are to be initialed.

### **1.30 Performance Guarantee/Security Deposit**

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee issued by Nationalized/ Scheduled Bank (except Co-operative bank) having its branch at Gandhidham, or Demand Draft within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills.

Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days.

1.30.1. Failure of the successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of Bid Security/EMD and/or may be disqualified from bidding for any contract with DPA for period of three years from the date of notification.

### **1.31 Time Schedule**

Initially the period of the contract will be for a period of 2 years from the date of issue of work order, However it can be extended for another period of one year on mutual consent as per the same terms and conditions of the existing contract with the rate quoted for 3<sup>rd</sup> year without any extra payment. The Lump-sum charges (excluding of GST) shall be quoted for 1st year, 2nd year and 3<sup>rd</sup> year separately. However, the tender shall be evaluated on overall basis of **three years**.

### **1.32 GOODS & SERVICE TAX (GST) Clause**

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

- a. 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 – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- b. GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- c. GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- d. 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
- e. 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.

### SUMMARY SHEET

<b>1.1</b>	<b>Name of the Assignment:</b> STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT <b>AUTHORITY:</b> Appointment of environment experts for two years and further extendable for one year																		
<b>1.2</b>	Technical Proposal including EMD & Tender fee to be submitted Online and hard copies in separate sealed Envelopes put together in an Outer Envelope .																		
<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.</p> <p>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)*80% + (Financial Score)*20% The Bidder scoring highest Total Marks shall be awarded the assignment.</p>																		
<b>1.4</b>	<p><b>1.4.1 Technical Evaluation:</b></p> <p>Technical Bid Evaluation and Marking System – Total Marks - 100</p> <p>It is expected that for carrying out this assignment the Consultant would engage the Services of following Professional Consultants as part of the design team.</p> <table border="1"> <thead> <tr> <th>A</th><th colspan="2">Experience of Professionals and Key Expert</th><th colspan="2">Total Marks – 100</th></tr> <tr> <th>Sl. No</th><th>Category of professional (s)</th><th>Qualification</th><th>Experience</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>A1.</td><td>Manager (Environment)</td><td>A post Graduate Degree in Environmental Sciences/ Environmental Engineering/ Coastal/Marine Science</td><td>Minimum 07 (Seven) years experience in 1) Dealing with EIA Studies in Port Sector projects/PSU's &amp; 2) Interpreting and navigating Environmental Regulations and issues encompassing local, state and federal regulatory requirements and permit processes.</td><td>Total 30 marks: (a) Qualification – 10 marks. (b) For experience in similar assignment (total 20 marks maximum) 2 mark for each completed year.</td></tr> </tbody> </table>				A	Experience of Professionals and Key Expert		Total Marks – 100		Sl. No	Category of professional (s)	Qualification	Experience	Marks	A1.	Manager (Environment)	A post Graduate Degree in Environmental Sciences/ Environmental Engineering/ Coastal/Marine Science	Minimum 07 (Seven) years experience in 1) Dealing with EIA Studies in Port Sector projects/PSU's & 2) Interpreting and navigating Environmental Regulations and issues encompassing local, state and federal regulatory requirements and permit processes.	Total 30 marks: (a) Qualification – 10 marks. (b) For experience in similar assignment (total 20 marks maximum) 2 mark for each completed year.
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**STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year**

A2.	Environment Expert- : 2 Person	Graduate Degree in Environmental Sciences/Environmental Engineering/Marine Science	Minimum 05 years experience in dealing with Environmental related issues including EIA Studies & Environmental Clearance procedure, in port Sector projects/PSU's	Total 50 marks (25 marks for each person) For One Expert-25 Marks (a)Qualification – 10 marks. (b) For experience in similar assignment (total 15 marks maximum) 2.5 marks for each completed year
A3.	Legal person	Should be LLB	Minimum 05 years experience in dealing with Legal issues /matters related with Environmental related Legal issues, of the Companies/PSU's/port Sector etc.	Total 20 marks: (a)Qualification – 10 marks. (b) For experience in similar assignment (total 10 marks maximum) * 1.0 marks for each completed year if experience in dealing with legal issues. * 2 marks for each completed year if experience in matters related with Environmental related legal issues

1.1.1 It is not mandatory for key personnel to have requisite project experience in the same projects presented as eligible projects of the bidder.

1.1.2 Above required criteria of Educational qualification & Minimum Experience for the evaluation, Team members not meeting the above required criteria won't be considered for evaluation.

**1.4.2 Financial Evaluation:**

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

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

$Sf = 100 \times Fm / F$ , in which "Sf" is the financial score, "Fm" is the lowest Total Price quoted, and "F" is the Total Price quoted in the proposal under consideration.

- The weights given to the Technical (T) and Financial (P) Proposals are:**

**T = 80%, and**



	<p><b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:</p> $S = St \times T\% + Sf \times P\%.$
<b>1.5</b>	<b>Period of the Assignment:</b> The duration of the assignment shall be 02 years + 1 year from the date of issue of work order.
<b>1.6</b>	Bidder will enter into the Consultancy Agreement within 14 days from the date of issuance of Letter of Award (LoA).

## **2 Section 2 - Terms of Reference**

### **2.1 INTRODUCTION**

- 2.1.1 The Port of DEENDAYAL situated in the DEENDAYAL Creek, 90 Nautical Miles from the mouth of Gulf of Kutch, 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.
- 2.1.2 Presently the Port has sixteen cargo berths for handling dry cargo traffic, six oil jetties for handling POL products and other liquid cargo traffic at DEENDAYAL within DEENDAYAL Creek and three Single Buoy Mooring (SBM) at Vadinar, in Jamnagar District, for handling crude oil.

### **2.2 Scope of work**

**The broad scope of work of the Environmental Cell will be as follows:**

- 1) Develop, implement and manage long term Port Environmental Programmes such as the Green Port Initiatives, Sustainability Plan, Renewable energy Plan, Environmental Management Plans suggested in EIA Reports by the consultants etc.
- 2) Represent the Port in Local, state & federal agency meetings.
- 3) Assist in the development and updating of the Port's comprehensive scheme of Harbour improvements and strategic Plan.
- 4) Responsible for improving the Port's Environmental compliance including implementation and management of various environmental and safety plans , environmental project permitting, sustainability and environmental policy development and implementation.
- 5) To coordinate/follow up regularly with the MoEF&CC, GoI/GCZMA/GPCB/F & E Dept.etc., for expediting pending Environmental related issues of DPA.
- 6) To coordinate with various departments of DEENDAYAL Port AUTHORITY for environmental related issues.
- 7) To coordinate with and comply with statutory requirements of various departments of local/state/central government i.e. GPCB, Forest & Environment Department, GoG, MoEF, GoI and any other concerned statutory authorities.
- 8) To coordinate with adviser appointed by DPA for obtaining Environmental & CRZ Clearances of various mega infrastructure projects at DEENDAYAL/Vadinar.
- 9) Advise DPA in compliances of various conditions stipulated by various statutory authorities mentioned in Clearance letters previously granted, for various Infrastructure projects including conditions of Consent Orders.
- 10) Regular visit, in and surrounding port area to ensure compliance of various Environmental regulations.
- 11) To coordinate with existing Environmental laboratory of DPA.

- 12) To assist in relation to the ISO 14001 (EMS) for DEENDAYAL Port AUTHORITY and to coordinate /comply the subsequent requirements for maintaining ISO 14001.
- 13) To prepare & submit compliance report of conditions stipulated by various statutory authorities in EC/CRZ, consent orders, CRZ recommendation, NOC orders etc.
- 14) Preparation of letters, drafts, necessary Forms, undertakings, applications etc. for obtaining Environmental related statutory clearances.
- 15) Environmental related legal assistance from time to time as required by DPA.
- 16) To assist DPA officials in court/ National Green Tribunal cases if any related to Environmental matters, coordinate with DPA lawyers, to prepare necessary compliance considering Environmental related laws etc.
- 17) Scrutiny of various policies / guidelines/ notifications issued by Environmental related statutory authorities and suggest any action to be taken by DPA.
- 18) To frame presentation to be made by port before statutory authorities, to attend the meeting with GCZMA/MoEF&CC,Gol/GPCB & to assist port officials for obtaining statutory clearances of proposal.
- 19) Any other work related to Environmental aspect as assigned by DEENDAYAL port AUTHORITY.
- 20) To prepare operating manual in respect of all proposed activities of DPA. It shall cover all statutory & Environmental related issues and system. Measures to be taken for protection. Advisor shall have to update existing environmental related policies of DPA.

**Other Terms & Conditions:**

- 1) The Contract period will be initially for a period of 2 years + 1 year. The rate shall be quoted for 1st year, 2nd & 3<sup>rd</sup> year separately and it shall be evaluated for **total three years**.
- 2) Necessary office space will be provided by DPA, **other ancillaries like Computers, Stationary etc., and its maintenance shall be borne by consultant their own cost.**
- 3) The Cell will function during all the working days and, if required, on holidays also during exigencies.
- 4) The individual experts posted shall not be changed without the prior consent of the DEENDAYAL Port AUTHORITY.
- 5) For absence of individual expert (other than permitted holidays/leave) the proportionate deduction in monthly payment will be double the rates of respective year.
- 6) If available, one "E" Type Quarter at Port Colony, Gopalpuri will be provided RENT FREE to each person. However, the Electricity, Water and other service charges will be charged extra.
- 7) The payment will be released on monthly basis on providing a Certificate for work done and recommendation of the Superintending Engineer, DEENDAYAL Port AUTHORITY.
- 8) The Cell will work under the administrative control of Chief Engineer.
- 9) The CV's of the candidates proposed to be deployed should be submitted in one cover mentioning that the "Cover contains Bio-data".
- 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 upper most entitled class of journey will be "2nd AC" class in case of journey is performed by Rail or Road. However, in case of exigency, the Advisor may perform journey by Air (Flight) in "Economic Class" to attend the meeting at offices outside of headquarter with prior permission of Chief Engineer, DPA . Other expenses like hotel accommodation, food, taxi hire charges etc during journey will be paid as applicable to class-I entry level post of DPA. The actual expenditure will be reimbursed on producing bills supported with original vouchers by the advisor to DEENDAYAL Port.

- 11) The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of DPA.
- 12) The Tenderer whose tender is accepted will be required to enter into an agreement, at Section- 4 . The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Advisor.
- 13) The Tenderer should confirm that there is no conflict of interest in taking up this 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.
- 14) Bidder shall provide one (four wheel) vehicle at DPA office, Gandhidham to carry out regular visits of the various site locations for their staffs during entire contract period .

## 2.3 Remuneration:-

- 2.3.1 'Bidder shall quote a lump sum amount for the above said scope of work payable by DPA including all taxes, duties for Providing Technical Consultancy Services, in accordance with clause – 2.2 (Scope of work ) of the Tender for the subject work. The amount quoted shall be excluding **of GST** which shall be reimbursed in accordance with Clause 2.6 of the tender documents. The amount quoted shall be inclusive of travel to DPA Office at Gandhidham, lodging and boarding .

- 2.4 The lump sum charges quoted by the Consultant shall be inclusive of all the expenses towards payment of fees to professionals / experts engaged to carry out studies, investigation and preparation of report.

- 2.5 **Releasing the payment:** - Monthly Payment will be released on Pro-rate basis (i.e annual Lump-sum amount quoted divided by 12 months) on quoted amount of respective year with providing a Certificate for work done and recommendation of the Superintending Engineer, EMC (i/c), DEENDAYAL Port AUTHORITY. Payment of said charges will be made by DEENDAYAL Port within one month from date of due by RTGS.

## 2.6 TAXES & DUTIES

The offer of Technical Consultant shall be inclusive of all taxes except GST ( travel, boarding & lodging expenses) and any duties payable by them. 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.

Rates quoted shall be excluding of GST. The element of GST will not be considered for evaluation of financial purpose.

### **3 Section 3 - Technical Proposal - Standard Forms**

**To be submitted in the sealed Envelope 2 (also in n- procure**

Checklist of Submissions

TECH – 1.....	Letter of Proposal
TECH - 2.....	Particulars of the Bidder
TECH - 3.....	Statement of Legal Capacity
TECH - 4.....	Power of Attorney
TECH - 5.....	Format for Anti-Collusion Certificate
TECH – 6.....	Format for project undertaking
TECH – 7.....	Format for affidavit
TECH - 8.....	Financial Capacity of the Bidder
TECH - 9.....	Particulars of Proposed Key Personnel
TECH - 10.....	Eligible project experience (with summary) of the Bidder
TECH - 11.....	Eligible project experiences of Key Person
TECH - 12.....	Curriculum Vitae (CV) of Key Personnel
TECH-13.....	Bid Security declaration from Bidders

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

*[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member  
(in case of a Consortium)]*

(Date and Ref.)

To,  
The S.E(D) & EMC(I/C)  
DEENDAYAL Port AUTHORITY

Sub: STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year".

Dear Sir,

With reference to your TENDER Document dated ....., I/we, having examined TENDER documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for " STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year.

This proposal is unconditional and unqualified.

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

- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this TENDER document, in respect of any tender or request for proposal issued by or any agreement entered into with DPA or any other public sector enterprise or any government, Central or State; and
- d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this TENDER document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the TENDER document.
- 7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
- 8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
- 10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DPA [and/ or the Government of India/Gujarat] in connection with the selection of consultant or in connection with the selection process itself in respect of the above mentioned Assignment.
- 11. I/We agree and understand that the proposal is subject to the provisions of the TENDER document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
- 12. I/We agree to keep this offer valid for 120 days from the Date of opening of proposal.
- 13. I/We enclose Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and the same is attached herewith in format provided at TECH-4.
- 14. In the event of my/our firm being selected as the Consultant, I/we agree to enter into

the Agreement with DPA for the said Assignment in such manner as set out in the TENDER Document.

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

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

Yours faithfully,

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



## **TECH - 2**

### **PARTICULARS OF THE BIDDER**

<b>1</b>	Title of Assignment: STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year.																								
<b>2</b>	<p><b><u>Details of Bidder :-</u></b></p> <p>Name of Bidder: Brief description of the Bidder: Country of Incorporation: Date of incorporation and / or commencement of business:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">Sl. No.</th> <th style="width: 20%;">Name of Member</th> <th style="width: 20%;">Type of Organisation or Company Structure</th> <th style="width: 15%;">Principal Office, Branches</th> <th style="width: 20%;">Main lines of business, Core Area/ Strength</th> <th style="width: 20%;">Role of Member*</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>1</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><b>2</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><b>3</b></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p style="margin-top: 10px;">* Role of each Member should be clearly identified and specified by mentioning the level of engagement in executing this Assignment.</p> <p style="margin-top: 10px;">Location of Principal Office that will be responsible for the implementation of this work: (a) India (b) other</p> <p style="margin-top: 10px;">Demonstrate their credentials through national / international awards / any other distinctions</p> <p style="margin-top: 10px;"><b>Contact and Communication Details:</b></p> <p style="margin-top: 10px;">Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Bidder:            (a) Name:            (b) Designation:            (c) Company:            (d) Address:            (e) Telephone No:            (f) E-mail Address:            (g) Fax No:         </p>	Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of Member*	<b>1</b>						<b>2</b>						<b>3</b>					
Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of Member*																				
<b>1</b>																									
<b>2</b>																									
<b>3</b>																									

	<p>Details of individual (s) who will serve as the point of contract / communication for DPA within the Company</p> <p>(a) Name:</p> <p>(b) Designation:</p> <p>(c) Address:</p> <p>(d) Telephone No.</p> <p>(e) E-mail address:</p> <p>(f) Fax No.</p>
3	<p>For the Bidder, state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?  Yes/No  If so, provide the office address (es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?  Yes/No</p> <p>(iii) Has the Bidder ever failed to complete any work awarded to it by any public authority/entity in last five years?  Yes/No</p> <p>(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?  Yes/No</p> <p>(v) Has the Bidder suffered bankruptcy/insolvency in the last five years?  Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy Assignment.</b></p> <p>Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.</p>
4	<p>Does the Bidder's firm/company combine functions as a Consultant or consultant along with the functions as a contractor and/or a manufacturer?</p> <p>Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a Consultant/ consultant to DPA and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?</p> <p>Yes/No</p>
5	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the consulting Services?</p>

	<p>Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or Services for any other part of the Assignment) other than that of the Consultant?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Consultant/ consultant for DPA only?</p> <p>Yes/No</p> <p>(Signature, name and designation of the authorized signatory) For and on behalf of .....</p>
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**TECH - 3**

**STATEMENT OF LEGAL CAPACITY**

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

Ref.

Date:

To,

The S.E(D) & EMC (I/C)

DEENDAYAL Port AUTHORITY (DPA),

Dear Sir,

**Sub:** STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

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

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of .....

**TECH - 4**  
**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 " STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year", 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 STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2024

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

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

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and*

*when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Appropriate value and duly notarized by a notary public.*

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

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

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

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

**STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL  
PORT AUTHORITY: Appointment of environment experts for two years and further extendable  
for one year**

**Anti-Collusion Certificate**

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

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20

Name of the Bidder

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

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

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

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

Ref.

Date:

To,  
The Superintending Engineer, (D)  
DEENDAYAL Port AUTHORITY (DPA),

**Sub:** STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL  
PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one  
year

We have read and understood the TENDER Document in respect of the captioned  
Assignment provided to us by DEENDAYAL Port AUTHORITY (DPA).

We hereby agree and undertake as under:

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20.

Name of the Bidder

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

\_\_\_\_\_  
Name of the Authorized Person



## **TECH - 7**

### **FORMAT FOR AFFIDAVIT**

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

*(Affidavit should be executed on a Non Judicial stamp paper of Appropriate Value or such equivalent document duly attested by Notary Public)*

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

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date

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

**TECH - 8**  
**FINANCIAL CAPACITY OF THE BIDDER**

S. No.	Financial Year	Annual Revenue from Infrastructure Project Consultancy Services (In Rs. Cr.)
1.	2021-22	
2.	2020-21	
3.	2019-20	

**\*\* If bidder has turnover certificate for FY 2022-23 (Duly certified by CA) same will be accepted while evaluating.**

**Certificate from the Statutory Auditor<sup>§</sup>**  
This is to certify that ..... (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

<sup>§</sup>In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

**Note:**

- i. The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- ii. Bidder should fill in details as Single Entity Bidder only.
- iii. Instructions for calculation of Financial Capability: Fees from Consultancy Services only to be mentioned in terms of financial capability duly Certified by Statutory Auditor.
- iv. The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.
- v. The financial year would be the same as followed by the Bidder for its annual report.
- vi. The Bidder shall provide audited Annual Reports as required under this TENDER Document.
- vii. In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the TENDER.

## **TECH - 9**

### **PARTICULARS OF PROPOSED KEY PERSONNEL**

Sr. No.	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From – To)	
1.	Manager (Environment)						
2.	Environment Expert						
3	Environment Expert						
4	Legal Person						

Note: Provide CV of each key personnel as proposed above in TECH-12. In case, the CV as per TECH-12 is not provided, the respective Key Personnel shall not be considered for evaluation.

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

## **TECH - 10**

### **ELIGIBLE PROJECT EXPERIENCE (WITH SUMMARY) OF THE BIDDER**

*Name of work:-* STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further extendable for one year.

*[Using the format below, provide information on relevant project experience for which your consultancy was legally contracted for carrying out Services similar to the ones requested under this Assignment during **last 7 years.**]*

Name of Bidder:	
Name of the Project:	
Project Type:	
Description of Services performed by the Bidder firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Consultancy fees received from the Project (in Rs.)	
Start date and finish date of the Services (month/ year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the Services Provided:	

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

Sl. No	Relevant Projects as per Data Sheet	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
<ul style="list-style-type: none"> <li><b>Note:</b> The bidder need to submit the notarized copy of the work order and completion certificate from respective client for each project in support their claim</li> </ul>						

**Notes:**

- Use separate sheet for each eligible project (The eligible projects have been mentioned in 1.4.1 Technical Evaluation of Summary Sheet).
- The certification of project experience shall be issued by concerned agency or client. The Bidder should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.
- Bidder should fill in details as Single Entity Bidder.
- The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarized authorization to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.
- The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal.
- The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
- Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of TENDER.
- Only completed projects shall be considered for evaluation.

## **TECH - 11**

### **ELIGIBLE PROJECT EXPERIENCE OF KEY PERSONNEL**

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

**Notes:**

- 1 Use separate sheet for each eligible project.
- 2 The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
- 3 The Bidders must provide the necessary information as per the provided sheet above.

**TECH - 12**  
**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 .....	role and Services

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

**13. Certification:**

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

\_\_\_\_\_  
[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 authorised Signatory in original. The originally signed CV shall be produced during negotiations, if successful.***



**TECH-13**

**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)

#### **4 Section 4 – Financial Proposal – Annexure-A**

*to be submitted online at (n) procure website*

**ANNEXURE – A**

**PRICE BID**

**NAME OF WORK:** STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL  
AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further  
extendable for one year.

Description	Amount In Rs.	
	In fig.	In words
Lump-sum charges including all taxes, duties for providing Consultancy Services for a period of 2(Two) years and performing scope of work as per clause No. 2.2 of the Tender for the subject work. The amount quoted shall be excluding of GST which shall be reimbursed in accordance of Tender document. For 1 <sup>st</sup> year For 2 <sup>nd</sup> year For 3 <sup>rd</sup> year		
<b>Total Rs.</b>		

Signature of Consultant with seal

S.E(PL) & EMC (I/C)

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

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

## **4 Section 4 – Financial Proposal - Standard Forms**

### **Attachment 1 : Form of Contract**

Includes the following:

- I. Form of Contract**
- II. Format of Bank Guarantee for Performance Guarantee**

## I. Form of Contract

### LUMP-SUM

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

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Board of AUTHORITIES of the Port of DEENDAYAL, a body corporate under Major Port AUTHORITY Act, 2021, having its Administrative Office Building at Gandhidham (Kutch). (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 and \_\_\_\_\_ (name and address of the Consultant if an individual and of 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 "\_\_\_\_\_" and whereas the Consultant has offered to execute and complete such works.

AND WHEREAS the Consultant has deposited a sum of Rs. \_\_\_\_\_ as security and a sum of Rs \_\_\_\_\_ as Retention money in the form of \_\_\_\_\_ which would be released after the successful completion of the work.

#### **Now this Agreement Witnesses 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 hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
  - a) The tender submitted by the Consultant.
  - b) Letter of award dated \_\_\_\_\_.
  - c) The conditions of Contract.
3. The Consultant hereby covenants with the Board to complete the works in conformity, in all respects, with the provision of the contract.

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

4. The Board hereby covenants to pay the Consultant in consideration of such works "the contract price" of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) at the time and in the manner prescribed by the tender issued by DEENDAYAL Port AUTHORITY.

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

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

Witness

a) Signature  
Name and Address

b) Signature  
Name and Address

CONSULTANT

Chief Engineer, (HOD)  
DEENDAYAL Port AUTHORITY.  
For & on behalf of the  
Board in presence  
Chairman, DEENDAYAL Port  
AUTHORITY

Witness :  
(Signature, Name & Address)

1. -----  
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2. -----  
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The common seal of the Board of AUTHORITIES of the Port of DEENDAYAL affixed in the presence of :

Seal

SECRETARY  
DEENDAYAL PORT TURST

## I. FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

### SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/ SECURITY DEPOSIT (To be executed on Rs.100/- non-judicial Stamp Paper)

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

In consideration of the Board of AUTHORITIES of the Port of [insert name of port] incorporated by the Major Port AUTHORITYs Act , 2021 as amended by Major Port AUTHORITY (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of AUTHORITIES 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 from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_

dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter

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

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

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

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

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

4. We, \_\_\_\_\_ further agree with the Board that the

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

(Name of Bank and Branch)

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

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(Name of the user department)

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

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

Date ----- day of ----- 20

For (Name of Bank)

(Name)

Signature



## 5. Section 5 – General Conditions of Contract

### A. GENERAL PROVISIONS

<b>1. Definitions</b>	<p><b>1.1.</b> Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</li> <li>(b) “Client” means DEENDAYAL Port AUTHORITY (Erstwhile Deendayal Port Trust)</li> <li>(c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</li> <li>(d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li> <li>(e) “Day” means a working day unless indicated otherwise.</li> <li>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 10.</li> <li>(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Advisor, assigned by the Consultant to perform the Services or any part thereof under the Contract.</li> <li>(h) “Foreign Currency” means any currency other than the currency of the Client’s country.</li> <li>(i) “GCC” means these General Conditions of Contract.</li> <li>(j) Deleted.</li> <li>(k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</li> <li>(l) “Local Currency” means the currency of the Client’s country.</li> <li>(m) “Non-Key Expert(s)” means an individual professional provided by the Consultant to perform the Services or any part thereof under the Contract.</li> </ul>
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	<p>(n) <b>"Party"</b> means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(q) "Third Party" means any person or entity other than the Government, the Client, the Consultant .</p>
<b>2. Relationship between the Parties</b>	<b>2.1.</b> Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>3. Law Governing Contract</b>	<b>3.1.</b> This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
<b>4. Language</b>	<b>4.1.</b> This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

<b>5. Headings</b>	<b>5.1.</b> The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	<p><b>6.1</b> Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the <b>SCC</b>.</p> <p><b>6.2</b> A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the <b>SCC</b>.</p>
<b>7. Authority of Member in Charge</b>	<b>7.1</b> The Consultant hereby authorize the member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
<b>8. Authorized Representatives</b>	<b>8.1.</b> Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .
<b>9. Corrupt and Fraudulent Practices, Commissions and Fees</b>	<b>9.1</b> The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

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

<b>10. Effectiveness of Contract</b>	<b>10.1</b> This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.
<b>11. Commencement of Services</b>	<b>11.1</b> The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .

<b>12. Expiration of Contract</b>	<b>12.1</b> Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
<b>13. Entire Agreement</b>	<b>13.1</b> This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>14. Modifications or Variations</b>	<b>14.1</b> Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>15. Force Majeure</b>	
<b>a. Définition</b>	<p><b>15.1</b> For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p><b>15.2</b> Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p><b>15.3</b> Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<b>b. No Breach of Contract</b>	<b>15.4</b> The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

<p><b>c. Measures to be Taken</b></p>	<p><b>15.5</b> A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p><b>15.6</b> Party affected by an event of Force Majeure shall A notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p><b>15.7</b> Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p><b>15.8</b> During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p> <p><b>15.9</b> In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 41 &amp; 42.</p>
<p><b>16. Suspension</b></p>	<p><b>16.1</b> 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.</p>
<p><b>17. Termination</b></p>	<p><b>17.1</b> This Contract may be terminated by either Party as per provisions set up below:</p>

<p><b>a. By the Client</b></p>	<p>17.1.1 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):</p> <ul style="list-style-type: none"> <li>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 16.</li> <li>(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.</li> <li>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 42.</li> <li>(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.</li> <li>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</li> <li>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 11.</li> </ul> <p>17.1.2 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.</p>
<p><b>b. By the Consultant</b></p>	<p>17.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</p> <ul style="list-style-type: none"> <li>6) (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 42 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</li> </ul>

	<p>(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.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 42.</p> <p>(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.</p>
<b>c. Cessation of Rights and Obligations</b>	<p>17.1.4 Upon termination of this Contract pursuant to Clauses GCC 9 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 12, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 20, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 23, and (iv) any right which a Party may have under the Applicable Law.</p>
<b>d. Cessation of Services</b>	<p>17.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 17a or GCC 17b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 25 or GCC 26.</p>
<b>e. Payment upon Termination</b>	<p>17.1.6 Upon termination of this Contract, the Client shall make the following payments to the Advisor:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>

## C. OBLIGATIONS OF THE CONSULTANT

<b>18. General</b>	
<b>a. Standard of Performance</b>	<p><b>18.1</b> The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful Consultant to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p><b>18.2</b> The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.</p> <p><b>18.3</b> The Consultant may subcontract part of the Services to an extent and with such Key Experts as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
<b>b. Law Applicable to Services</b>	<p><b>18.4</b> The Consultant shall perform the Services in accordance with the contract and the applicable law and shall take all practicable steps to ensure that any of its Experts and consultants, comply with the applicable law.</p>
<b>19. Conflict of Interests</b>	<p><b>19.1</b> The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
<b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b>	<p><b>19.1.1</b> The payment of the Consultant pursuant to GCC F (Clauses GCC 35 through 38) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 19.1.2, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p>



<b>b. Consultant and Affiliates Not to Engage in Certain Activities</b>	19.1.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any of its experts and any entity affiliated with this contract, shall be disqualified from providing goods, works or non-consulting Services resulting from or directly related to the Consultant 's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
<b>c. Prohibition of Conflicting Activities</b>	19.1.3 The Consultant shall not engage, and shall cause its Experts, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
<b>d. Strict Duty to Disclose Conflicting Activities</b>	19.1.4 The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
<b>20. Confidentiality</b>	<b>20.1</b> Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
<b>21. Liability of the Consultant</b>	<b>21.1</b> Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
<b>22. Insurance to be Taken out by the Consultant</b>	<b>22.1</b> The Consultant (i) shall take out and maintain, and shall cause to take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 11.
<b>23. Accounting, Inspection and Auditing</b>	<b>23.1</b> The Consultant shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

<b>24. Reporting Obligations</b>	<b>24.1</b> The Consultant shall submit to the Client the reports and documents within the time periods and in the format as directed by the Engineer-In-Charge.
<b>25. Proprietary Rights of the Client in Reports and Records</b>	<p><b>25.1</b> Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential, become, and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p><b>25.2</b> If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<b>26. Equipment, Vehicles and Materials</b>	<p><b>26.1</b> Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Advisor wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p><b>26.2</b> Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

#### **D. CONSULTANT'S EXPERTS :**

<b>27. Description of Key Experts</b>	<b>27.1</b> The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Advisor's Key Experts are described in Appendix B.
<b>28. Replacement of Key Experts</b>	<p><b>28.1</b> Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p><b>28.2</b> Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p> <p><b>28.3</b> Approval for replacement of key experts from Chief Engineer shall be required.</p>
<b>29. Removal of Experts or Sub-Advisors</b>	<p><b>29.1</b> If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub- Consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p><b>29.2</b> In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p><b>29.3</b> Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p><b>29.4</b> The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>

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

<b>30. Assistance and Exemptions</b>	<p><b>30.1</b> Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant perform the Services.</p>
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<b>31. Access to Project Site</b>	<b>31.1</b> The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub- Consultants or the Experts or either of them.
<b>32. Change in the Applicable Law Related to Taxes and Duties</b>	<b>32.1</b> If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties other than the GST, the Contract price amount specified in Clause GCC 35.1 shall remain unchanged.
<b>33. Services, Facilities and Property of the Client</b>	<b>33.1</b> The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, unfurnished office space at DEENDAYAL / Gandhidham.
<b>34. Payment Obligation</b>	<b>34.1</b> In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

## F. PAYMENTS TO THE CONSULTANT

<b>35. Contract Price</b>	<p><b>35.1</b> The Contract price is fixed and is set forth in the Financial bid.</p> <p><b>35.2</b> Any change to the Contract price specified in Clause 35.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 14 and have amended in writing the Terms of Reference in Appendix A, or have agreed to extend the period of the contract pursuant to Cl. SCC 12.1</p>
<u>Taxes and Duties:-</u> <b>36.</b>	<b>36.1</b> The Consultant, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract (except GST).
<b>37. Currency of Payment</b>	<b>37.1</b> Payments under this Contract shall be made in Indian Rupees.
<b>38. Mode of Billing and Payment</b>	<p><b>38.1</b> The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 35.1 &amp; 35.2</p> <p><b>38.2</b> The payments shall be made within 30 days from the date of submission of invoice.</p>
<b>39. Performance</b>	<b>39.1</b> Security Deposit shall consist of two parts: (a) Performance

<p><b><u>Guarantee and Penalties</u></b></p>	<p>Guarantee to be submitted at award of work, and (b) Retention Money to be recovered from Running Bills.</p> <p>(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 of Nationalized Banks, or Demand Draft, 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 issue the completion certificate of the work from the Engineer –in charge .</p> <p>(ii) Failure of successful Bidder to comply with the requirement of (i) 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).</p> <p>(iii) The Port AUTHORITY will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under contract with the Consultant that may become due to the Port AUTHORITY. This is without prejudice to the rights of the AUTHORITY under the terms of the contract. The bank guarantee towards performance guarantee is required to be dispatched by the issuing bank directly to DPA by registered A/D.</p> <p>(iv) The Port AUTHORITY may at their option forfeit the Performance Guarantee cum Security Deposit if the Consultant fails to carry out the work or perform or observe the conditions of contract. The Port AUTHORITY will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under contract with the Consultant that may become due to the Port AUTHORITY. This is without prejudice to the rights of the AUTHORITY under the terms of the Contract.</p>
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	<p>39.2 Penalty at the rate of 0.5% (<b>contract value of respective year</b>) per week or part thereof up to a maximum of 10% ( <b>contract value of respective year</b> ) for delays attributable to the activity / lack of activity of the advisor in case of submission of compliance report (as per Statutory requirement) of conditions stipulated by various statutory authorities in EC/CRZ clearances, consent orders, CRZ recommendations, NOC orders etc. DPA reserves the right to forfeit the Performance Guarantee and Retention Money to recover the penalty in case the delay of said activities. Further, if any late fees imposed by the statutory authorities due to delay in submission of request for maintaining validity of statutory clearances/orders by the advisor, DPA reserves the right to recover the said amount of late fees from the monthly bills of the advisor.</p> <p>39.3 For absence of individual expert (other than permitted holidays/leave) the proportionate deduction in monthly payment will be double the rates of respective year.</p>
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## G. FAIRNESS AND GOOD FAITH

<b>40. Good Faith</b>	<p><b>40.1</b> The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
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## H. SETTLEMENT OF DISPUTES

<b>41. Amicable Settlement</b>	<p><b>41.1</b> The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p><b>41.2</b> If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 42 shall apply.</p>
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<p><b>42. Dispute Resolution</b></p>	<p><b>42.1</b> In the event of any difference or dispute arising between the Department and the Consultants in the performance of duties under the Consultancy Agreement, the same shall be referred to Chairman, DPA for sole arbitration by himself or any officer appointed by him in accordance with the Arbitration and conciliation Act., 1996, and the Rules thereto and any statutory modifications thereof. The arbitration proceedings would be held in Gandhidham only and the Court of Gandhidham will have the jurisdiction for filing the Award. The clause will apply only if the Consultancy work is awarded to a private firm.</p> <p><b>42.2</b> In case the Consultancy work is awarded to a public sector enterprise /undertaking the following Arbitration clause will apply.</p> <p>"In the event of any dispute or difference relating to the interpretation of the provisions of the contracts, such disputes or difference shall be referred by either party to the arbitrator of the International Centre for Alternative Disputes Resolutions (ICADR). Upon such reference this dispute shall be decided by the ICADR whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as indicated by the arbitrator."</p>
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## 6. Section 6 – Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1	<b>The Contract shall be construed in accordance with the law of India.</b>
4.1	<b>The language is:</b> English
6.1 and 6.2	<b>The addresses are:</b>  Client : Chief Engineer  Attention : <b>Shri</b> B Rajendra Prasad, SE(PL)&EMC(I/C)  Facsimile : _____ E-mail (where permitted): _____  Consultant : _____  Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	<b>The Authorized Representatives are:</b>  <b>For the Client:</b> [name, title] Shri B Rajendra Prasad, SE(PL)&EMC(I/C)  <b>For the Advisor:</b> [name, title] _____
11.1	<b>Commencement of Services:</b>  On issue of work order.
12.1	<b>Expiration of Contract:</b>  Time period shall be 2 years.

19 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting Services due to a conflict of a nature described in Clause GCC 19.1.2</p> <p>Yes</p>
21.1	<p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”,</li> </ul>
22.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of amount equal to Contract Price</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased</p>

	<p>in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>36. Taxes and Duties:-</p>	<p>36.1 The Consultant, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract <b>(except GST)</b></p> <p>The offer of Technical Consultant shall be inclusive of all taxes Except GST( travel, boarding &amp; lodging expenses) and any duties payable by them. 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.</p> <p>Rates quoted shall be excluding of GST. The element of GST will not be considered for evaluation of financial purpose.</p> <p>36.2 Subsequently Legislation:-</p> <p>If, after the last date of submission of the tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the Advisor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Advisor be determined by the Chief Engineer or his nominee and shall be added to or deducted from the contract price and the Chief engineer or his nominee and shall notify the advisor accordingly with a copy to the Employer.</p>
<p><b>43</b></p>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p><b>43.1</b> In the event of any difference or dispute arising between the Department and the Consultants in the performance of duties under the Consultancy Agreement, the same shall be referred to Chairman, DPA for sole arbitration by himself or any officer appointed by him in accordance with the Arbitration and conciliation Act., 1996, and the Rules thereto and any statutory modifications thereof. The arbitration proceedings would be held in Gandhidham only and the Court of Gandhidham will have the jurisdiction for filing the Award. The clause will apply only if the advisory work is awarded to a private firm.</p> <p><b>43.2</b> In case the Consultancy work is awarded to a public sector</p>

	<p>enterprise/undertaking the following Arbitration clause will apply.</p> <p>"In the event of any dispute or difference relating to the interpretation of the provisions of the contracts, such disputes or difference shall be referred by either party to the arbitrator of the International Centre for Alternative Disputes Resolutions (ICADR). Upon such reference this dispute shall be decided by the ICADR whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as indicated by the arbitrator."</p>
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### **III. Appendices**

#### **APPENDIX A – TERMS OF REFERENCE**

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

Insert the text based on the Section 2 (Terms of Reference) of the TENDER and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal.

.....

#### **APPENDIX B - KEY PERSONNEL**

[Insert a table based on Form TECH-9 and TECH-12 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

## **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).

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

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)

आधिकारक कमियंता (पा.ला.) एवं ई.एम.सी. (प्रभारी)  
दीनदयाल पत्तन प्राधिकरण  
SE (PL) & EMC (I/c)  
Deendayal Port Authority  
(Office Seal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place : Gandhidham

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

Witness-1:

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

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

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

Witness-2

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL AT DEENDAYAL PORT  
AUTHORITY: Appointment of environment experts for two years and further extendable for one year

**ANNEXURE – A**

**PRICE BID**

**NAME OF WORK:** STRENGTHENING OF EXISTING ENVIRONMENTAL MANAGEMENT CELL  
AT DEENDAYAL PORT AUTHORITY: Appointment of environment experts for two years and further  
extendable for one year.

Description	Amount In Rs.	
	In fig.	In words
Lump-sum charges including all taxes, duties for providing Consultancy Services for a period of 2(Two) years and performing scope of work as per clause No. 2.2 of the Tender for the subject work. The amount quoted shall be excluding of GST which shall be reimbursed in accordance of Tender document. For 1 <sup>st</sup> year For 2 <sup>nd</sup> year For 3 <sup>rd</sup> year		
<b>Total Rs.</b>		

Signature of Consultant with seal

S.E(PL) & EMC (I/C)

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

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