

DEENDAYAL PORT AUTHORITY

Civil Engineering Department



E-TENDER FOR

Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority

DY. CHIEF ENGINEER (H&D),
DEENDAYAL PORT AUTHORITY,
A O BUILDING, Room No.111
GANDHIDHAM – 370 201.
KUTCH DISTRICT.
GUJARAT STATE, INDIA

Telephone: (MOB) +91 94272 51059.
Fax No. 02836-220050

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

INDEX

SI. No.	Reference	Descriptions	Page No.
1	Bid Reference	Bid Reference	03
2	NIT	ONLINE TENDER NOTICE	04
3	NIT	Notice Inviting Tender	05-08
4	1.0	Instruction to Bidder /Min Eligibility Criteria	09-25
5	2.0	Availability of Professional staff/experts	25
6	3.0	Right to reject any or all proposals	25
7	4.0	Award of Contract and Signing of Agreement	26
8	5.0	Contract Agreement	26
9	6.0	Performance Guarantee	27-28
10	7.0	SCOPE OF WORK / TERMS OF REFERENCE (TOR):	29-40
11	Clause -8	General terms and Conditions	40
11	Clause -9	Mode & RELEASE OF PAYMENT:	42
12	Clause -10	TAXES & DUTIES:	42
13	Clause -11	CARE AND DILIGENCE:	43
14	Clause -12	Suspension:	43
15	Clause -13	TERMINATION OF SERVICES	43
16	Clause -14	Liquidated Damage (L.D.)	45
17	Clause -15	Arbitration	45
18	Clause -16	Language and Law Governing the Contract	46
19	Clause -17	Confidentially	47
20	Clause -18	Reporting Obligations	47
21	Clause -19	Documents Prepared by the consultant to be the	47
22	Clause -20	Completion of the Project	47
23	Clause -21	Post Tender Modification	48
24	Clause -22	Alternative Proposal	48
25	Clause -23	Late Bids	48
26	Clause -24	Integrity Pact	48
27	Annexure-A	Form of Agreement	50-51
24	Annexure-B	Form of Bank Guarantee	52-54
25	Annexure-C	Bid Summary Sheet	56-59
26	Annexure-D	PARTICULARS OF PROPOSED KEY PERSONNEL	60
27	Annexure-E	CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED .	61
28	Annexure-F	POWER OF ATTORNEY	63
29	Annexure-G	INTEGRITY PACT	65
30	Price Bid	Price bid / Financial bid	70-72
31	Form of Bid	Form of Bids	73-80

DEENDAYAL PORT AUTHORITY

COMPETITIVE BIDDING

BID NO: - H&D-02/2023.

**NAME OF WORK: Appointment of Project Management Consultant (PMC)
for Capital and Maintenance Dredging works of Deendayal Port Authority**

PERIOD OF DOWNLOADING BID DOCUMENTS

FROM DATE: **23/05/2023** TIME 10:00 HRS

TO DATE: **23/06/2023** TIME 16:00 HRS

LAST DATE AND TIME FOR RECEIPT OF BIDS: DATE **23/06/2023** TIME 16:00
HRS

*TIME AND DATE OF OPENING OF BIDS DATE **23/06/2023** TIME **16:30** HRS

PLACE OF OPENING OF BIDS:

DY. CHIEF ENGINEER (H&D)
Deendayal Port Authority,
Administrative Office Building
Annex Building, Ground Floor, Room no 111,
Gandhidham – 370 201.
Kutch District, Gujarat State
INDIA

OFFICER INVITING BIDS : DY. CHIEF ENGINEER (H&D)

DEENDAYAL PORT AUTHORITY

ONLINE -E-TENDERING

TENDER NOTICE NO: - H&D-02/2023.

Name of the work: Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority

Tenders in E-tendering system are invited for the work of" Appointment of Project Management Consultant (PMC) for the work of "**Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority**" at an **Estimated Cost Rs 4,96,80,000/-, EMD Rs. 4,96,800/-** by **DY. CHIEF ENGINEER (H&D)**, Deendayal Port Authority, Annex, Administrative Office Building, Ground Floor, Room No 111, Gandhidham – 370 201. Kutch District, Gujarat State, INDIA, Telephone: (M) 94272 51059, Fax No. 02836 - 220050. Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from **23/05/2023** to **23/06/2023** @ 16:00 hrs. Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on **23/06/2023** @ **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.

DY. CHIEF ENGINEER (H&D)
Deendayal Port Authority

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Civil Engineering Department
Circle/ Division	Office of the DY. CHIEF ENGINEER (H&D). Deendayal Port Authority
Tender Notice No.	H&D-02/2023
Name of Work	Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority.
Estimate Cost	Rs. 4,96,80,000/-
Period of Completion (in Months)	36 Months (Further extendable for 12 Months)
Bidding Type	Open Tender (Online)
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<p>A) The tenderers shall meet the following minimum qualifying criteria:</p> <p>Financial Criteria: Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 149.04 Lakhs (One Hundred Forty Nine Lakhs Four Thousand) as certified by the Chartered Accountant.</p> <p>Technical Criteria: The firms shall have successfully provide similar works during the last 7 years, ending last day of the month previous to the one in which tenders are invited should be either of the following:</p> <p>(i) One similar work where in the firm should have received not less than Rs. 397.44 Lakhs (Three Hundred Ninety-Seven Lakhs Forty Four Thousand) for each work,</p> <p>OR</p> <p>(ii) Two similar works where in the firm should have received not less than Rs.248.40 Lakhs (Two Hundred Forty Eight Lakhs Forty Thousand) for each work,</p> <p>OR</p> <p>(iii) Three similar works where in the firm should have received not less than Rs. 198.72 Lakhs (One Hundred Ninety-Eight Lakhs Seventy-Two Thousand) for each work</p>

	<p>Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have made misleading false representations in the forms, statements and attachments submitted in proof of the qualification requirements.</p> <p>SIMILAR WORKS: (i) The tenderer should have experience providing and Project Management Consultancy services dredging works i.e. providing qualified Technical, financial experts during the last 7 years in port sector/any of the state governments/GoI/any public sector undertaking/development authority, or urban local body in India/Private Ports.</p> <p>(ii) If bidder has executed the work in Private Organisation, the necessary TDS Certificate issued by Competent Authority shall be submitted by bidder.</p> <p>B) The selection shall be based on Quality & Cost Based Criteria (QCBC) i.e. evaluated on 70:30 basis.</p> <p>C) 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.</p> <p>D) The Eligibility criteria and evaluation methodology have been detailed out in the BID SUMMARY SHEET (Annexure C).</p> <p>E) Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation.</p> <p>F) If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total number of pre-qualified and short-listed bidders shall not exceed two.</p> <p>The Eligibility criteria and evaluation methodology have been detailed out in the tender document.</p>
Joint Venture	Not Allowed
Rebate	Applicable
Bid Document Fee :	Rs.1,180=00 (Rupees One thousand one hundred eighty only)
Bid Document Fee Payable To:	Rs. 1,000.00 Tender Fee + 18% GST is to be submitted to D.P.T. in form of Demand Draft/ bankers' cheque/ Pay Order in favour of "Deendayal Port Authority", payable at Gandhidham
Bid Security/ EMD (INR) :	Rs. 4,96,800/- in form of DD/BC/Po in favour of DPA payable at Gandhidham

Bid Security/ EMD (INR) :	<p>Tender Fee & E.M.D. (Demand Draft/ Bankers Cheque/Pay Order) shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that Tender fee & E.M.D. is received. Accordingly offer of those shall be opened whose Tender Fee & E.M.D. is received electronically. However, for the purpose of realization, bidder shall send the D.D./ Bankers Cheque/Pay Order in original to Superintending Engineer (Hydraulic & Dredging), DPA at the time of tender opening or send the same through R.P.A.D. so as to reach to Superintending Engineer (Hydraulic & Dredging), Annexe, Administrative Office Building, Post Box No.50, Gandhidham – 370 201.Kutch District, Gujarat State, INDIA, within 7 days from the last date of opening.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of Tender Fee /EMD. Such bidder shall upload the scanned copy of Valid Certificate in Preliminary Bid.</p>
Tender Fee /Bid Security/ EMD (INR) In Favour Of:	FA&CAO, Deendayal Port Authority, Gandhidham
Condition	Integrity pact Agreement Duly signed by the bidder & two witness, Bid Security / EMD and copies / receipt of tender fees shall be submitted in electronic format through on line (by scanning) while uploading the cover I of the bid. If not, their bid will not be considered for evaluation.
Downloading of tender documents	Tender Documents can be downloaded from the official website of Deendayal Port Authority www.deendayalport.gov.in , OR https://kpt.nprocure.com
Documents required to be submitted by scanning through online	<ol style="list-style-type: none"> Documents in support of fulfilling qualifying criteria as indicated in the Tender Document Bid Security / EMD. Tender Fee in form of Demand Draft / RTGS / NEFT / Bankers Cheque / Pay Order or any electronic mode. Integrity pact Agreement duly signed by the bidder & two witness (to be arranged by the bidder) to be scanned and uploaded in <u>the preliminary bid.</u> As indicated in clause 1.2,1.4 and 1.15
Bid Document Downloading Start Date	23/05/2023 @ 10.00 Hrs
Bid Document Downloading End Date	23/06/2022 up to 16.00 Hrs.

Last Date & Time for Online submission of Bids	23/06/2023 up to 16.00 Hrs. on https://DPA.nprocure.com
Bid Validity Period	120 Days
Bid Opening Date	Technical Bid will be opened on 23/06/2023 @ 16:30 Hrs. Date of opening of Financial proposal i.e. price bid shall be intimated to qualified bidders.
Officer- Inviting Bids:	DY. CHIEF ENGINEER (H&D), Deendayal Port Authority.
Bid Opening Authority :	DY. CHIEF ENGINEER (H&D), Deendayal Port Authority.
Address:	DY. CHIEF ENGINEER (H&D), Deendayal Port Authority, Administrative Office Building, Annex Building, Ground Floor, Room no 111, Gandhidham – 370 201. Kutch District, Gujarat State, INDIA
Contact Details :	Telephone: (O) 02836-220038, Fax No. 02836-220050, M-94272 51059,

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 Info tower, 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)

DY. CHIEF ENGINEER (H&D)
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY

Instructions to Bidders

1.1 Introduction and General Information

The work of “**Dredging in the Navigational Channel & Alongside Cargo Berths/Oil Jetties at Deendayal Port Trust year 2021-24**” has been awarded and commenced from 09/04/2021 by the contractor, Presently PMC services is being carried out by M/s AECOM India Pvt Ltd, Gurgaon. Deendayal Port Trust intends to appoint the Project Management Consultant for the above said work and all other dredging works pertaining to Port for the period of 36 months (03 years) and further extendable up to Twelve Months.

General Information and area description:-

Deendayal Port Authority (DPA) is one of the Major Ports under the Ministry of Shipping and is governed by the Major Ports Act and is responsible for providing shore reception facility to vessels calling DPA.

Deendayal Port is situated on the West Coast of India, in the Gulf of Kutch and along the West Bank of Kandla 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 Kandla 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.

General Information of Berths, Jetties and Navigational channel: -

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 Kandla within Kandla Creek and three Single Buoy Mooring (SBM) at Vadinar, in Jamnagar District, for handling crude oil. The tenders for constructing Oil Jetty No. 7 have been invited.

Out of 06 Oil Jetties, first four Oil Jetties, constructed during 1975 to 2000 are belong to Deendayal Port and remaining oil jetties which are developed, operated and maintained by M/s. IFFCO and M/s. IOCL respectively. The Two Nos oil jetties i.e. Oil Jetty NO.07 & 08 are under construction and same is schedule to be completed by 15th December, 2022 & 15th April '2023 respectively.

Navigation Channel Ships approaching Kandla are received near the Outer Tuna Buoy at Lat 22°50'42"N, Long. 70° 07'E. From here they are guided through the approach channel leading to the harbour. The channel runs between two shallow patches, viz. the Kaladara-Mid Shoal stretch and the Singhvi Shoal. It takes a sharp turn between buoy nos. 10 and 11 to align the vessel with the Kandla Creek. The total length of the Kandla Port approach channel is about 23km., and its width at the narrowest section is near Buoy No. 8 & 8A. Navigation is permitted both during day and night, but only as per Tidal Window.

The Port has initiated the action to further deeper the draft of Access Channel i.e. entrance channel, Kandla Creek to handle bigger size vessels.

The Port is carrying out continuous maintenance dredging of the Navigational channel and maintenance and capital dredging of Kandla creek and alongside berths. The work of **“Dredging in the Navigational Channel & Alongside Cargo Berths/Oil Jetties at Deendayal Port Trust year 2021-24”** has already been awarded to M/s. Adani Ports & Special Economic Zone Pvt Ltd. The dredging work already commenced from 09th April'2021 and the works is in progress. **The duration of ongoing dredging contract is 36 months.**

Considering the quantum of ongoing dredging project, future dredging works and the sensitivity of the dredging project, Deendayal Port Trust intends to appoint Project Management Consultant(PMC) for comprehensive supervision and monitoring of the ongoing dredging work of **“Dredging in the Navigational Channel & Alongside Cargo Berths/Oil Jetties at Deendayal Port Trust year 2021-24”** and new dredging projects / Upcoming dredging contracts of Deendayal Port.

The PMC agency shall be responsible for monitoring, supervision, verifying and ensuring the quality/ accuracy of the works during the project period.

For this purpose, Deendayal Port Authority (The Employer) is inviting proposal for providing the PMC services for Appoint Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority for a period of Three years (36 months), extendable further up to Twelve months (12 months) at the sole discretion of the Employer with existing terms and conditions.

Definitions: -

- a) "Board" means Board of the Deendayal Port Authority, a body corporate under the Major Port Authority Act, 2021 as amended from time to time.
- b) "Project Management Consultant" means the Consultant – person or persons, firm or company whose tender has been accepted by the Board and includes the Consultant's personal representatives, successors and permitted assignee.
- c) "Chairman/Chairperson" means the Chairman/Chairperson of the Board of Trustees of Deendayal Port Authority
- d) "Chief Engineer" means the Chief Engineer of Deendayal Port Authority.
- e) "Engineer-in-charge" means the Superintending Engineer / Executive Engineer of the Deendayal Port Authority working under the Chief Engineer.
- f) "Engineer in Charge Representative" means Executive Engineer/Assistant Executive Engineer or Assistant Engineer working under the Chief Engineer to perform various duties.
- g) Engineer" means the Project Management Consultant (PMC) appointed by the Employer for the purposes of the dredging Contract.
- h) "Dredging Contractor" means the person or persons, firm or company who has been awarded dredging contract by the Board and includes the Contractor's personal representatives, successors and permitted assignee.
- i) "Third Party Surveyor/ Contractor" means the person or persons, firm or company has been engaged by the DPA/Board/Employer for Quadruplicate/ quintuplicate hydrographic survey works.
- j) "DPA" means Deendayal Port Authority.
- k) "TENDER" means Request for Proposal.
- l) "PMC" means Project Management Consultant.

1.2 MINIMUM ELIGIBILITY CRITERIA OF THE FIRM –

The tenderers shall meet the following qualifying criteria:

Financial Criteria: Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **Rs. 149.04 Lakhs (One Hundred Forty Nine Lakhs Four Thousand)** as certified by the Chartered Accountant.

Technical Criteria: The firms shall have successfully provide similar works during the last 7 years, ending last day of the month previous to the one in which tenders are invited should be either of the following:

- (a) One similar Completed work where in the firm should have received not less than Rs. 397.44 Lakhs (Three Hundred Ninety-Seven Lakhs Fourty Four Thousand) for each work,
OR**
- (b) Two similar Completed works where in the firm should have received not less than Rs.248.40 Lakhs (Two Hundred Fourty Eight Lakhs Forty Thousand) for each work,
OR**
- (c) Three similar Completed works where in the firm should have received not less than Rs. 198.72 Lakhs (One Hundred Ninety-Eight Lakhs Seventy-Two Thousand) for each work**

Even though the bidder meets the above qualifying criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

SIMILAR WORKS: (i) The tenderer should have experience of providing and Project Management Consultancy services for dredging works i.e. providing qualified Technical, financial experts during the last 7 years in port sector/any of the state governments/GoI/any public sector undertaking/development authority, or urban local body in India/Private Ports.

(ii) If bidder has executed the work in Private Organisation, then necessary TDS Certificate issued by Competent Authority shall be submitted by bidder.

SITE VISIT: The Bidder, at his own responsibility, cost and risk is encouraged to visit and examine the routes and its surroundings and to obtain all information that may be necessary for preparing the Bid and entering into a contract with the DPA for the subject works. The costs of visiting the site shall be at the Bidders' own expense. No claim will be entertained on this issue.

The Bidder should submit a Power of Attorney for authorizing the signatory of the Proposal.

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.

1.3 PMC (Project Management Consultant) Team

The PMC shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience **(Bid Summary Sheet-Annexure-C)** and responsibilities are briefly described herein would be considered for evaluation of the Proposal. Other expertise such as that required for financial analysis, material investigation characterization, quantity survey, social impact assessment, safety etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

Sr. No	Category of Key personnel's: Full Time Professional (FTP)	Nos.	Responsibility
1	Project Manager / Team Leader /Dredging expert	01 Nos	Team leader shall be responsible for the overall performance and administration of the Consultant's Team at the Project Site. The Team Leader will also act as the Engineer's Representative and shall be overall in-charge for the Consultant's Supervision team for the Dredging project.
2	Hydrographic Surveyor:	02 Nos	Hydrographic Surveyor shall be responsible for the overall supervisions and verifications of hydrographic survey works and performance at the Project Site.
3	Dredge Master MOT Grade I/II (Round the clock works)	02 Nos	He will be responsible for the overall supervisions and monitoring of dredging activity on board, verifications of Daily dredge quantity (DDR), DLM, Track plots, Quality Assurance and Quality Control etc. of the dredging contract.
4	Financial Experts (preferably CA / ICWA/ MBA Finance)	01 Nos	He will be responsible for overall financial related matters of the dredging contract.

Note; The Broad scope of Project Management Consultant of consultancy team has been mentioed under Terms of refrence / Scope of of work of tender document

1.4 THE TENDERERS ARE REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS

- (a) Work Orders and Completion Certificates for similar works carried out by them.
- (b) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source, (TDS) Certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completion of work. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.
- (c) Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor's report for the past three years.
- (d) CV of all the resources required in this contract (As mentioned in this Tender)
- (e) Declaration that they have not been banned or de-listed by any government/Semi government Agency or PSU's.
- (f) Tenderer should furnish Income tax PAN No. and GST tax registration no.
- (g) Bidders should give an undertaking stating the following: -
 - (i) that the documents submitted by them /information given in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
 - (ii) They will comply to the terms and conditions of tender documents without any deviation.
 - (iii) the bidder shall not have a conflict of interest that affect the bidding process.
 - (iv) 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.

- (h) The bidder are required to submit Tender documents together with accompaniments duly stamped and signed on each page except Annexure-A (price Bid), which is to be submitted online.
- (i) The bidder are required to submit the Bio data (Resume/CV's) of Financial, & Technical Experts/ Key Experts to be appointed indicating qualification, experience etc. complete in the Prescribed format (Annexure D & E).
- (j) The Bidder should furnish Power of Attorney (prescribed in Annexure F).
- (k) 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.
- (l) The Eligibility criteria and evaluation methodology have been detailed out in the bid summary sheet.
- (m) Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation.
- (n) 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.

Note: 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.

1.5 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:

- Instructions to Bidders
- Terms of Reference (ToR)/Scope of work
- General Terms and Conditions
- Form of Agreement
- Bid summary sheet
- Financial Bid- Price bids

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 addenda's, 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.

1.9.2 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)

The tender shall have accompanied by Earnest Money Deposit (EMD) of **Rs. 4,96,800/- (Rs. Four Lakhs Ninety-Six Thousand Eight Hundred only)** The tender not accompanied with EMD shall not be considered & their Technical Proposal and Financial Proposal i.e. price bid will be returned un-opened.

The Earnest Money Deposit shall be submitted in the form of Banker's cheque/ demand draft / Pay Order drawn in favour of FA & CAO, Deendayal Port Trust, Gandhidham.

(A) EMD (Earnest Money Deposit)

(i) The EMD up to Rs. 5 lakhs be payable either by Demand Draft/Pay Order /Banker's Cheque. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank (except Co-operative bank)

having branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified

(ii) 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.

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

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

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

(vi) In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of Tender Fee /EMD. Such bidder shall upload the scanned copy of Valid Certificate in Preliminary Bid.

(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 Guarantee

(iv) The bidder submits more than one bid,

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 in tender documents and as per the formats given in tender shall be Scanned and submitted On-Line along with Tender documents. However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of DY. CHIEF ENGINEER (H&D) within 7 days from last date of online submission of bid.

The interested firms shall submit their bid/offer through online through website <https://DPA.n.procure.com> addressed to the DY. CHIEF ENGINEER (H&D), Deendayal Port Authority on or before the date specified date of submission.

However, Tenderers/bidder should submit hard copies of all required documents within 07 days from last date of online submission of bid. Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons will not be considered. Deendayal Port Authority reserves the right to reject any or all the tenders without assigning any reason thereof.

Cover-I & Cover-II superscribed as under:

Cover-I: Integrity Pact Agreement duly signed, Tender Fee & Bid Security in the prescribed format.

Cover-II: The Technical Bid and the tender document duly signed.

All the covers shall be wax sealed. The Two covers marked Original shall then be placed in an envelope and marked ORIGINAL and sealed. All the covers shall then be placed in an outer envelope.

The envelop shall be (a) addressed to:
Office of the DY. CHIEF ENGINEER (H&D),
Deendayal Port Authority, Administrative Office Building,
Annex Building, Ground Floor,
Room no 111,
Gandhidham – 370 201., Kutch District,
Gujarat State
INDIA

(a) bear the following identification:

Tender for Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority.

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://kpt.nprocure.com> not later than **16:00 hrs. on 23/06/2023** 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 as well as 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 Declaration 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;
- (l) It is accompanied by the Resume/CV's as specified under this TENDER;

1.22 Evaluation of Technical Proposals

- 1.22.1 Bidders shall meet the Minimum eligibility criteria specified in tender document. The selection shall be based on Quality & Cost Based Criteria (QCBC) i.e. evaluated on 70:30 basis.
- 1.22.2 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.
- 1.22.3 The Eligibility criteria and evaluation methodology have been detailed out in Clause no .1.2 and in the BID SUMMARY SHEET (Annexure C) .
- 1.22.4 Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation
- 1.22.5 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 Bid 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.
- 1.22.6 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.

- 1.22.7 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.
- 1.23.5 The Bids will be evaluated on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal.

Total Marks = ((Technical Score) X 70%) + ((Financial Score) X 30%)

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.

2.0 Availability of Professional Staff/Experts

2.1 The Bidder shall have to depute the Professional staffs / Key Personnel immediately on receipt of work order within 15 days. Also, bidder has to ensure availability of the requisite Professional staffs / Key Personnel shall have stationed at Project Site during entire contract period. In case of Non-deployment of the Professional staffs / Key Personnel within 15 days from receipt of Work Order, Penalty/Recovery shall be applicable as per clause 8(f), for non-deployment of Professional staffs / Key Personnel within time and same shall be treated as absent.

2.2 No changes will be made in key expert position except as the DPA may otherwise agree in writing.

3.0 Right to reject any or all Proposals

3.1) 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.

3.2) 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

3.3) 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.

4.0 Award of Contract and Signing of Agreement

- 4.1 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.
- 4.2 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.
- 4.3 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.

5.0 Contract Agreement

- 5.1 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 one 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.

- 5.2 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.
- 5.3 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.

6.0 Performance Guarantee

Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 03%(three percent) of the contract price which should be submitted in form of Bank Guarantee issued by Nationalized/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham or Demand draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of contract period.

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 the bidder can be disqualified from the bidding for any contract with DPA for a period of 03 years from the date of notification.

The specimen Format Bank Guarantee is given in Tender Document

As & when contract value increases as a result of revision of taxes, GST etc., the contractor shall be required to deposit additional performance security deposit @ 03% of the increased contract value in force.

DPA may at its option forfeit the Bank guarantee towards Performance Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract. Performance Guarantee will also be en-cashed if the contractor fails to pay the minimum wages to his personnel and /or fails to deposit statutory dues under various statutes /statutory deductions made from the wages of his Personnel

and DPA, as a Principal Employer is required by statute to pay the same. This will be without prejudice to the right of the DPA to levy penalty per day of default in making payment of minimum wages and /or deposit of statutory dues.

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

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

7.1) The Broad scope of Project Management Consultant shall include but not limited to the following activities: -

1. The PMC shall carry out necessary field survey, hydrographic survey pertaining to the all dredging works of Port by deputing hydrographic surveyor i.e. Technical staffs/ key professional/experts as and when required for the areas under jurisdiction of DPA during the time of supervision and monitoring of the work.
2. The PMC shall, initiate actions for handing over of site and timely issue of drawings, scrutinize the dredging methods proposed by the contractor and approve the same including the contractor's charts and drawings as required for execution, Preparation of Implementation Methodology, Regular Inspection of Contractor's dredger, equipment, plant, machinery etc., to ensure whether they are as per the terms and conditions of contract, assist the port in engagement of third party survey agency with Steel/FRP survey boats having hull mounted transducers to carry out the contractor's payment surveys, Associate with the third party surveys, Certification of navigational charts, Maintenance of up to date records of dredging quantity, Monitoring of dredging activity, Check and certify all request for advances, all monthly bills, interim bills, escalation bills and final bill including extra item ,variation etc, Monitoring the progress of dredging and submission of periodical progress Reports and final Report on completion of services etc.,
3. To provide PMC services including comprehensive **supervision /monitoring**, of ongoing and future dredging works, taking measurements, scrutinizing bills, certification with recommendation for release of payments for the work done.
4. To provide Project Management Consultancy **(PMC)** services including supervising/monitoring, deputing hydrographic surveyors for joint pre /post dredging survey works, checking the survey charts/dredging quantity calculation, scrutinizing bills, certification with recommendation for release of payment for the work done.
5. To ensure all the documents relating to the execution of project are properly maintained so that the same can be produced whenever required for Government Other Audit.
6. Deployment of sufficient number of professionals/experts by the Consultant with prior consultation for supervision of construction and project management at project site.

7. Project Management Consultant shall be fully responsible for the quality of works, financial control and successful completion of works assigned to it.
8. PMC shall be available for all discussion / meeting between DPA, respective State Government or any other concerned Departments /Ministries of GOI at New Delhi.
9. To submit quarterly reports on the expenditure incurred, physical progress of the project planning and execution and the audited final statement of accounts for all works undertaken by Port.
10. To study in details and examintaion/ review of data avialable with Port and give suggestion/advice for the same.
11. To suggest the implementtaion methodolgy for propsoed dreging works
12. Provide necessary technical, financial and legal assistance required from time to time from Head office / local office during the consultancy period.
13. Preparing material for the Board Meeting for obtaining approvals at various stages.
14. Preparation of letters, drafts, etc. for obtaining Govt. approvals required at various stage during the implementations of projects
15. Co-ordination and correspondence with concerned statutory State/Central Govt. organizations/persons and other associated agency like CWPRS, NTCWC-IITM etc.
16. Providing Transactional and Legal advice as required by Govt.
17. Scrutiny of various policies /guidelines issued by statutory authorities from time to time and suggest any action to be taken by DPA
18. To frame presentation to be made by Port before Authorities in relation to Dredging Projects.
19. To attend the meeting and assist Port officials in respect to Dredging projects.
20. To frame estimate and tender documents for appointing of Independent Engineer/Third party survey agency / Design engineer/ proof technical advisor, if any required during the implementation of projects and evaluation thereof.

21. Any other matter related to procedural issues of proposed, ongoing & upcoming capital and maintenance dredging works pertaining to DPA.
22. Assist the Board in the legal matters including but not limited to Arbitration, Court cases, Tribunal cases, etc.
23. To make presentation before the DPA officials, DPA Board, and suggest further course of action for the proposed capital and maintenance dredging pertaining to DPA.

7.2) Objectives of assignment

The aim of this consultancy service is to provide qualitative technical and administrative services for implementation and management of the dredging work.

7.3) Project Management Consultant Framework

The main feature of Project Management Consultant Framework formulated for the execution of the dredging project of DPA:

- i. The Deendayal Port Authority (DPA) will administer the project. As a representative of Board of Trustees of DPA, acting through its Chairman, Dy. Chairman, Chief Engineer of the Port or any other Officers so nominated by the DPA will administer the project.
- ii. To administer the Contract under the Project, DPA will be the contractual employer and Chief Engineer will act on behalf of the 'Employer'.
- iii. The Project Management Consultant shall be the 'Engineer' for the dredging project. The "Engineer for the Project" shall make the necessary measurements and control the quality of works and shall make all engineering decisions required during the execution of the Contract. However, the Engineer shall prepare and submit the required documentations/proposal and seek prior approval of the Employer/ Board with regard to the following:
 - a. Variation order/ Variation statements with financial implications.
 - b. Variations in work quantities which attract for fixation of rates.
 - c. Approval of additional items, extra items, sums or costs and variations of rates and prices.
 - d. Approve any extension of contractual time limits
 - e. Stopping and/or termination of the Contract for Works
 - f. Preparation of Board Notes for obtaining approval at various stage.

7.4) Scope of Project Management Consultancy team services

The scope of project management consultancy services shall include but not necessarily be limited to the following activities: -

7.4.1 PMC Services

The work consists of Providing Project Management Consultancy Service to DPA for the Discharging duties as Engineer/ PMC and responsibilities of DPA as per the tender documents of ongoing project and future project as well as task mentioned under Para 7.0 of Broad scope of work by providing Technical / Office Staff/ Experts and Maintaining office etc. The Total time duration envisaged is **36 MONTHS**.

7.4.2 PMC (Project Management Consultant) Team

The PMC shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience (**Bid Summary Sheet-Annexure-C**) and responsibilities are briefly described herein would be considered for evaluation of the Proposal. Other expertise such as that required for financial analysis, material investigation characterization, quantity survey, social impact assessment, safety etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

Sr. No	Category of Key personnel's: Full Time Professional (FTP)	Nos.	Responsibility
1	Project Manager / Team Leader /Dredging expert	01 Nos	Team leader shall be responsible for the overall performance and administration of the Consultant's Team at the Project Site. The Team Leader will also act as the Engineer's Representative and shall be overall in-charge for the Consultant's Supervision team for the Dredging project.
2	Hydrographic Surveyor:	02 Nos	Hydrographic Surveyor shall be responsible for the overall supervisions and verifications of hydrographic survey works and performance at the Project Site.

3	Dredge Master MOT Grade I/II (Round the clock works)	02 Nos	He will be responsible for the overall supervisions and monitoring of dredging activity on board, verifications of Daily dredge quantity(DDR), DLM, Track plots, Quality Assurance and Quality Control etc. of the dredging contract.
4	Financial Experts (preferably CA / ICWA/ MBA Finance)	01 Nos	He will be responsible for overall financial related matters of the dredging contract.

Note:

(i) The Consultant shall deploy additional key personnel / expert and other support staff, as required during execution and certain activities, for effective, efficient and timely execution of the assignment as per TOR at no extra cost.

(ii) Deployment of staff at site shall be made with prior approval of Employer

The major tasks for the PMC team and Team leader shall include but not limited to the following:

- 1) Consultant shall study the various options for disposing the dredged materials either in reclamation, beach nourishment or disposal into the sea which includes bund formation / pitched revetments etc.
- 2) Consultant shall identify the various elements of work, their interdependencies and drawing of action plan.
- 3) Consultant shall scrutinize the dredging methods and dredging activity proposed by the contractor, keeping in view, berth construction plan, if any, to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspect as well as safety of works, personnel and the general public.
- 4) Consultant shall prepare detailed implementation methodology including but not limited to, co-ordination procedure with Employer and contractor/vender taking into account, it is an operating port.
- 5) To administer and manage the project.
- 6) Scrutinize the Contractor's detailed work programme, suggest modifications, if any, in the work programme after a careful study keeping in view the overall interest of the project and recommend the same for approval of the employer.
- 7) Scrutinize Contractor's superintendence, personnel and suggest modifications, if any.

- 8) Initiate advance actions for handing over of site and timely issue of drawings.
- 9) Actual setting out data and issue the same for execution.
- 10) Scrutinize and approve the Contractors charts and drawings as required for execution.
- 11) Certify, "as executed drawings/charts" for each component furnished by the contractor.
- 12) Review and ensure conformity of contractor's securities in approved format.
- 13) The consultant shall provide technical assistance and furnish information as may be required by the employer in connection with audit comments and queries from Central Vigilance Commission, Government of India and any other statutory bodies etc.
- 14) Consultants shall Prepare and monitor Project network, bar chart, monthly progress report format, purchase procedure, import and export formalities, custom clearances, etc. Consultant shall also prepare implementation package based on the approval.
- 15) Establishment of Site offices and assist in establishment of Laboratories;
- 16) Assist the Employer with the Review of the Contractors' securities, insurance and safety plans;
- 17) scrutiny of the Contractor's work programme, and scheme for the deployment of plant, equipment and machinery for approval of the Chief Engineer Superintending Engineer;
- 18) assist the Employer/ Chief Engineer/ Superintending Engineer in the interpretation of provisions in the Contract documents and technical specification;
- 19) assist the Employer/ Chief Engineer/ Superintending Engineer in handing over the site and issuing order to commence the works;
- 20) Liaison with the local authorities for shifting of utilities wherever required;
- 21) review, approve and issue detailed drawings to the Contractor;
- 22) approve the working drawings prepared by the Contractor
- 23) Regular supervision of works;
- 24) evolve and implement Quantity and Quality Control procedures;
- 25) evolve criteria for the acceptance of works;
- 26) prepare and issue variation orders after the approval of the Employer;
- 27) assist the Employer in the evaluation of Contractor's claims;
- 28) verify and certify Contractor's Interim Payment application/ Certificates and bills for approval of Chief Engineer/ Superintending Engineer;
- 29) assist the Chief Engineer/ Superintending Engineer in monitoring Physical and Financial Progress of the works;

- 30) prepare quarterly project budgets and estimates;
- 31) assist DPA in conducting monthly progress meetings;
- 32) Preparing material (draft board notes) for the Board Meeting for obtaining approvals at various stages.
- 33) Preparation of letters, drafts, etc. for obtaining Govt. approvals including Security Clearance, etc.
- 34) Provide necessary technical, financial and legal assistance from time to time from Head Office.
- 35) Scrutiny of various policies /guidelines issued by statutory authorities from time to time and suggest any action to be taken by DPA
- 36) compile monthly progress reports and prepare Quarterly Reports;
- 37) strictly monitor the progress of work for timely completion of the project.
- 38) verify and certify Contractor's Statements at completion;
- 39) prepare Project Completion Report;
- 40) time schedule and management of Team's resources; and
- 41) Advising the Employer / Chief Engineer/ Superintending Engineer in all matter related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.

7.4.3 Dredging Supervision

- a) Carry out detailed checking and verification of the setting-out data available with Employer like bathymetric charts, seismic profiles, soil investigation reports and model studies reports to ensure conformity with the working drawings for execution.
- b) Carry out regular inspection of the Contractor's dredger, equipment, plant, machinery, installations, housing, medical facilities, etc. and ensure they are adequate and are in accordance with the terms and conditions of the Contract in respect of all complying with statutory requirements pertaining to navigation, labour, insurance and any other requirements imposed by the statutory bodies time to time.
- c) Direct the Contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer thereof as soon thereafter as is reasonably practicable.
- d) Supervise the Contractor in all matters concerning the Health & Safety and care of the work including environmental aspects and labour welfare.
- e) Inspect the Works on substantial Completion before taking over and indicate any outstanding work to be carried out by the Contractor before issue of completion certificate by the Employer.

- f) The dredging in front of berths shall be closely monitored. The consultants shall ensure that no structural members shall be damaged by the contractor during execution. Any modifications in respect of dredging in front of berths shall be recommended and implemented with intimation to the Employer.
- g) Checking and ensuring that the dredged spoil is being dumped at designated dumping grounds.
- h) Supervision and checking of re-positioning of the existing navigational aids in order to have safe navigation during execution and suggest modifications, if any. Consultant shall finalise the locations of proposed navigational aids with Supervision if required.
- i) On completion of dredging work, before issuing of completion certificate to the Contractor, consultant shall provide to the Employer, photographs, detailed calculations, specifications of equipment installed, etc. and obtain certificate from Employer in respect of satisfactory completion of work.

7.4.4 Testing of material and works

- a) Evolve and implement a system for the quality assurance of the works and acceptance criteria. The sampling methods and the acceptance criteria shall be as per the international practices.
- b) Inspect the performance of works with regard to workmanship and compliance with the specifications, order/supervise/perform tests on materials and/or work and approve/disapprove the Contractor's plant and equipment.
- c) Associate with the work tests being carried out by the Contractor and suggest the Contractor to undertake additional tests as necessary to assess the nature of dredged material.
- d) Carry out comprehensive technical supervision of the works to ensure their quality and conformity with the standards and specifications as per contract. Consultants shall assess and check the laboratory and field tests carried out by the Contractor to establish their nature of dredged material.
- e) In the event, any dredged material is not dumped in designated location, the Consultant shall initiate actions for removal of such material and initiate actions so that such cases do not recur.
- f) Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.

7.4.5 Measurement and payment

- (i) Identification of the area dredged and associating with the test of soil samples being carried out by contractor at approved laboratories.
- (ii) Associate with Hydrographical survey being carried out by contractor/DPA/third party for the field measurement of completed works and quantities of materials incorporated in the work and maintain up to date book containing such computations.
- (iii) Maintain up to date records of remaining quantities to be dredged in the work and monitor the expected project cost based upon the remaining quantities. General records of all labour, insurances, labour licenses, security passes issued for the contractor's workers, wage rates paid by the contractor shall be maintained.
- (iv) Check and certify all requests for advances, all monthly bills, interim bills, escalation bills and final bill of the contractor. Recording of Measurement books etc. for Running Account Bills/Payments.
- (v) scrutinize and advise Employer upon the claims raised by the contractor if any
- (vi) Advise Employer during arbitration proceedings if any
- (vii) Plan and monitor expected payment schedule for the entire project for arrangement of cash flow from employer in order to avoid hindrance to the project.

7.4.6 Progress of work

- (i) Implement a system for monitoring the progress of work based on the computer based project management techniques
- (ii) Systematically check the progress of work.
- (iii) Maintain up to date status of all the dredging activities and other allied works against the original schedule for completion of work.
- (iv) Shall investigate and initiate early actions with regard to the delays in the execution of works. The Team Leader of the Consultant's Supervision Team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultant's Team shall be objective and shall substantiate any event/recommendation with factual data and information. The Progress Reports shall contain the pertinent data in chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation.

7. 5 Reports

7.5.1 Types of reports

All reports and documents prepared by the Consultants shall be professional, precise and objective. The report formats shall be finalized in Consultation with the Employer officials. The Consultants shall provide one copy/set of each of the following document & reports to DPA:

- (i) Commencement Report within 30 days after commencement of Services;
- (ii) Quality Assurance (QA) Document - 30 days after Commencement of Services;
- (iii) Monthly Progress Report by the 10th day of every month;
- (iv) Quarterly Progress Report by the 10th day of the month of submission; and,
- (v) Final Report at the completion of services.

7.5.2 Commencement report

The Commencement Report shall contain the details of all meetings held with the Employer and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultant's perception in the management and supervision of the project. The report shall also include the work Programme and resource mobilization for the project.

7.5.3 Progress report

The Progress Reports (Monthly and Quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultant's and the Contractor's), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment.

7.6 Coordination of Consultant

- i. Periodic on site meetings: The Consultant shall attend meetings at Project Site/Port whenever considered necessary and called for by the Employer's representative to discuss issues connected with the Contract management.
- ii. Government level meetings: The Senior representative of the Consultant shall also attend, if directed by the Employer, any meetings that may be called for by the Ministry of Shipping, New Delhi to review the progress of the project

7.7 Deliverable:

- (i) Inception report
- (ii) Hydrographic survey charts (both in hard and soft copies)
- (iii) All registers and records of dredging work execution.
- (iv) Pre, Intermediate hydrographic survey charts and quantity of dredging thereof duly verified
- (v) Post hydrographic survey report and charts duly verified (both in hard and soft copies).
- (vi) Final quantity statement of dredging duly verified (both in hard and softcopies.
- (vii) Pre, progressive/interim hydrographic report and survey charts duly verified (both in hard and soft copies)
- (viii) Duly verified daily dredge report(DDR), DLM Prints and track plots of dredging work execution.
- (ix) All contractor payment certifications for interim, final payment etc. for the dredging work.
- (x) Project Completion Report (both in hard and soft copies)

The project data shall remain the property of the Authority and shall not be used for any purpose other than that intended under this Terms of Reference without the permission of the Authority

7.8 FACILITIES OF PMC:

- a) The PMC shall make his own transport arrangements for transportation of men and material to the office and at the project site. Local transport shall be arranged by the PMC/ Consultant at their own cost and if required have to carry DPA personal assigned/associate for the work
- b) The PMC shall have his own supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail / Internet) and support staff. After completion of the contract, all articles deployed by the PMC shall remain his property.
- c) Only Office Space for setting up of office for PMC shall be provided by the DPA at the Port on free of cost basis depending on its availability.
- d) All other facilities like furniture, interiors, office equipment, stationery, communication facilities, and vehicles shall be arranged by PMC. PMC's financial offer deemed to include expenditure involved for arranging such things.

8. General Terms & Conditions:

- a) The Contract period will be initially for a period of 03 years (36 months) which can be extended for a further period of **Twelve Month**.
- b) Necessary office space will be provided by DPA depending on its availability at Free of Cost.
- c) The PMC Cell will function during all the working days and, if required, on holidays also during exigencies.
- d) Availability of Professional staff / experts:
 - (i) The Consultant shall ensure availability of the requisite Professional staff / Key Personnel stationed at Deendayal Port Trust during consultancy period.
 - (ii) The Consultant should provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract. The Consultant shall assign specific individuals to the key positions and that, once assigned to work under this contract, key personnel shall not be removed or replaced

without written notice to Deendayal Port Trust (DPA). If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify DPA, and shall, subject to the concurrence of the DPA, replace such personnel with personnel of substantially equal ability and qualifications.

- e) Technical staffs/ key Professionals /experts deputed by PMC proceeding to leave shall have to obtain approval of Engineer in charge prior to leave headquarters(Gandhidham/Kandla). In case of leaving headquarters on Sundays and holidays they have to obtain headquarter leave permission from Engineer-In-charge. In case leave is more than 03 days (including holidays), suitable substitute shall be provided.
- f) In case of absence of PMC Technical staffs/ Key Professionals /experts on any days **without** any substitute, Proportionate/Pro-rata deduction/Recovery/penalty shall be charged as per the quoted rates against those personnel/key experts. Further, no payments shall be made on account of absent days on those particular months, hence total twice recovery (i.e. 01 for absenteeism and 01 for penalty) (category wise) will be made for period of absence from monthly payments.
- g) The Technical staff deputed for performing task, shall have to work round the clock or as per the time schedule of Dredging Project and even on Sunday and holidays in case of urgency. Technical Staff deputed for performing task may have to work on Sunday or holidays as directed by Engineer-In charge. All the professionals engaged for the work have to mark attendance in prescribed format as directed by Engineer-In charge.
- h) Payment to professional staff Employed by Advisor/ Consultant shall be done through electronic mode by the Advisor/ Consultant. The Proof of payment to the Staff/key personnel/ experts employed by the consultant shall be furnished along with invoice / bill submitted to DPA.
- i) Bidder should have full knowledge of site of work and may visit the site before filling the tender.
- j) Consultant appointed to render services is fully responsible for the outcome resulting from services rendered by them. So, it is expected that services rendered by them should be in good interest of DPA
- k) The PMC Cell will work under the administrative control of Chief Engineer, DPA.

- l) No local transport will be provided. However, in case they are required to travel outside headquarter as per instructions of Chief Engineer, DEENDAYAL Port Trust, 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.
- m) The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of DPA.

9. Mode & RELEASE OF PAYMENT:

The payment will be released on monthly basis on providing a Certificate for work done and recommendation of the DY. CHIEF ENGINEER (H&D), Deendayal Port Authority. The employer shall release the above monthly payments after recovery of the amount, if any, as per the conditions of the Contract.

10. TAXES & DUTIES:

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

10.2. GOODS & SERVICE TAX (GST) Clause:

- (i) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017.
- (ii) All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- (iii) **TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) or as admissible from payment /credit given to Consultant.**
- (iv) The element of GST will not be considered for evaluation of financial purpose.

11. CARE AND DILIGENCE:

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

12. Suspension:

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

13. TERMINATION OF SERVICES:

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

a. By the Client

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

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 12;
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.

- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f) If the Consultant fails to confirm availability of Key Experts as required and mentioned in Tender Documents and at Annexure-C of Bid summary sheet.

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

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

b. By the Consultant

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

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration.
- d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c) Payment upon Termination

Upon termination of this Contract, the Client shall make the following payments to the Advisor:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) In the case of termination pursuant to paragraphs (d) and (e) of Clause 13.1. (a), 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.

14. Liquidated Damage (L.D.): -

The time allowed for various services mentioned under clause no. 7 as well in Tender Document shall be strictly adhered to by the consultant. In case of delay on satisfactory completion of any of the services/task due to the any default on part of consultant, the consultant shall be liable to pay L.D for delay an amount equal to 0.5% per week or part thereof of the **contract value of the work**, beyond the scheduled period of undertaking the services to be rendered by consultant. Provided always that the entire amount of L.D to be levied shall not exceed 10% of total value of the contract.

15. Arbitration: -

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996 as amended from time to time.
- (ii) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.

- (iii) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (iv) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (v) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (vi) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (vii) The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- (viii) Arbitration shall be conducted in accordance with the provision of Indian Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (ix) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (x) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xi) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

16. Language and Law Governing the Contract:

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

17. Confidentially

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

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

18. Reporting Obligations

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

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

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

20 Completion of the Project

20.1 Time limit for completion of the project work as stipulated in the tender is **Three years (36 months)** from Date of issue of work order.

The assignment/task of Bill of Quantity is further extendable for Twelve (12) months if required, at sole discretion of the Deendayal Port Authority with existing terms and conditions of tender documents. The payment towards extension period shall be made as per the existing terms and conditions and rates quoted by the consultant.

20.2 The contract with consultant shall be terminated at the stage as specified as per clause no.13, if contracting agency engaged for main work fails in the execution of the work, or DPA terminate / rescind main contract of Dredging works the present contract shall also be deemed to have been terminated Nothing extra shall be paid on account of the termination of the contract.

20.3 In case the dredging contracting agency for main works is given an extension of time for completion of work, the same shall also automatically be applicable to present Tenderer for which no additional cost shall be payable to consultant. However, payment towards extension period shall be made as per the existing terms and conditions and rates quoted by the consultant.

21. POST TENDER MODIFICATION: -

The tenderers are not expected to make any post tender modification. Hence, the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.

22. ALTERNATIVE PROPOSALS BY BIDDERS.

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

23. LATE BIDS

Any bid received by the Employer after the deadline will be considered as non-responsive.

24. Integrity Pact

The bidder has to execute Integrity pact arrangements with Deendayal Port AUTHORITY, Kandla (as per agreement form enclosed). Shri S.K.Sarkar IAS (Retd.) and Shri Saurabh Chandra, IAS(Retd.) has been appointed as Independent External Monitor for Integrity, whose address is as under:

Shri S.K.Sarkar. IAS(Retd.)
B-104, Narantra Aptt.,
Plot8B, Sec 07, Dwarka,
New Delhi – 110 075
Mobile No. : 9811149324
Email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS(Retd.)
A-9 Sector-30,
Noida(UP) 201301
Mobile No 9871322133
email: saurabh7678@yahoo.co.in

The bidder have to sign and seal and upload the scanned copy of Integrity Pact form (as per agreement form enclosed) along with the Preliminary bids 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 Executive Engineer (C-I) within 7 days of opening of the tenders failing which tender shall be considered irrelevant, However, the agreement is to be executed during the issuance of Pre- Acceptance letter.

CONSULTANT

**DY. CHIEF ENGINEER
(HYDRAULIC & DREDGING)
DEENDAYAL PORT TRUST.**

FORM OF AGREEMENT

This agreement made this _____ day of _____ between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities 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 Advisor 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 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.
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 Advisor in the presence of Witness: -

Witness

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

CONSULTANT

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

Witness:
(Signature, Name & Address)

1. _____

2. _____

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

Seal

SECRETARY
DEENDAYAL PORT TURST

Annexure – B -FORM OF BANK GUARANTEE

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

(To be executed on Rs.300/- 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 Deendayal Port Authority incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor")

(Name of the contractor/s)
from the demand under the terms and condition of the contract, vide 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 contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this

guarantee shall be restricted to any amount not exceeding Rs. _____
(Rupees _____) only.

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

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

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

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

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

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

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

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

7. It is also hereby agreed that the Courts in [**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

Bank Payment Agreement Form: (to be collected from the Parties)

- | | | | |
|----|-----------------------|----|---------------------------------|
| 1. | Name of Party | :- | |
| 2. | Account No. | :- | |
| 3. | Branch Name | :- | |
| 4. | IFSC Code of the Bank | :- | |
| 5. | MICR Code | :- | |
| 6. | Accepted for | :- | NEFT Payment or
RTGS Payment |

DECLARATION BY THE PARTY: -

I / We hereby declare that the above information furnished by me is correct and KPT is requested to pay my / our dues to this Account for this Work / Supply Order is concerned.

Signature of the Party
With the seal

BID SUMMARY SHEET

1.1	Name of the Assignment: TENDER for Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority.
1.2	EMD, Technical Proposal and Financial Proposal to be submitted in separate sealed Envelopes.
1.3	<p>Evaluation Method:</p> <p>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>Quality and Cost Based Selection: $\text{Total Marks} = (\text{Technical Score}) * 70\% + (\text{Financial Score}) * 30\%$ The Bidder scoring highest Total Marks shall be awarded the assignment.</p>
1.4	<p>Technical Evaluation:</p> <p>Only Completed Projects shall be eligible for evaluation.</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 full time Professional Consultants as part of the team.</p>

Qualification, Experience of Professionals and Key Expert: Total Marks -100.

Sr. No	Category of Key personnel's: Full Time Professional (FTP)	Qualifications	Experience	Responsibility	Marks
1	Project Manager / Team Leader /Dredging expert : 01 Nos	Graduate Degree (B.E/B.Tech) in Civil Engineering of a recognized university or equivalent OR Dredger Master Grade I Certificate of competency issued by Govt. of India. Knowledge of Computer programming in AutoCAD, Hydrographic survey software like Hypack/PDS or equivalent.	08 years of experience in dredging works or Employment either with contractor or consultant or Client. General knowledge in dredging operations in navigation channels alongside berths and analysis thereof and familiar with hydraulic models. He shall have proven track record of handling major dredging projects and shall have knowledge of latest dredging techniques available.	Team leader shall be responsible for the overall performance and administration of the Consultant's Team at the Project Site. The Team Leader will also act as the Engineer's Representative and shall be overall in-charge for the Consultant's Supervision team for the Dredging project	Total 25 marks: (a) Qualifications – 15 marks. (b) For experience in similar assignment (total 10 marks maximum) 1 mark for each completed year.
2	Hydrographic Surveyors: 02 Nos	Associate Member of Institute of Surveyors(India), Sub Div .1(b) in Hydrography OR Degree in (B.E/B.Tech) in Civil Engineering of a recognized university OR Master's Degree in mathematics or Physics.	5 years' experience in the dredging work include hydrographic survey work in responsible position and having knowledge of latest survey equipment's on board.	Hydrographic Surveyor shall be responsible for the overall supervisions and verifications of hydrographic survey works and performance at the Project Site.	Total 30 marks: (2 nos. X 15 marks) (a) Qualifications – 08 marks. (b) For experience in similar assignment (total 7 marks maximum) 1.0 marks for each completed year.
3	Dredge Master MOT Grade I/II: 02 Nos (Round the	Graduate Degree (B.E/B.Tech) in Civil Engineering of a recognized university or	5 years' experience in the dredging work which includes monitoring of the dredging process/activity on	He will be responsible for the overall supervisions and monitoring of dredging activity	Total 30 marks: (2 X 15 marks) (a) Qualifications – 8marks. (b) For experience

	clock works)	equivalent OR Hold Certificate of competency of Masters.	board dredger.	on board, verifications of Daily dredge quantity(DDR), DLM, Track plots, Quality Assurance and Quality Control etc. of the dredging contract.	in similar assignment (total 7 marks maximum) 1 marks for each completed year.
4	Financial Experts: 01 Nos	Either C.A. or ICWA or CFA or MBA (Finance).	3 years' experience in the dredging project which includes scrutiny of tender, invoice, Running Account bills, having knowledge's of GST and other commercials aspects.	He will be responsible for overall financial related matters of the dredging contract.	Total 15 marks: (a) Qualifications – 10 marks. (b) For experience in similar assignment (total 5 marks maximum) 1 mark for each completed year.

- a) Detailed evaluation for each Key personnel will be carried out by the Tender evaluation committee based on criteria for evaluation of the qualification and Experience of the Key Personnel for the assignment.
- b) The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of international experts/expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.
- c) Evaluation of Technical proposal will be evaluated pursuant to provisions specified above. Marks for each CV will be given based on responsiveness of the details furnished by the bidders.
- d) Final Technical score 'Ts' will be considered out of 100 marks & technical proposal submitted by bidder should secure minimum 70 marks. Technical score thus arrived will be carried out further to derive weighted score of the proposal submitted by the bidder. If bidder fails to submit some documents in his technical proposal, DPA will not ask for shortfalls & carry out evaluation on the basis of available documents.
- e) The Client will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

- f) The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidders, their technical scores and the proposed prices will be read out loud and recorded when the Financial Proposals are opened.
- g) Prior to evaluation of the Financial Proposals, the Tender Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- h) The cost indicated in the Financial Proposal shall be lumpsum & deemed as final and reflecting the total cost of services and should be stated in INR only.

i) **Financial Evaluation:**

The financial Proposals of Qualified Bidders shall be opened. Financial proposal will be given financial score 'Fs' out of 100 marks. Lowest bidder will secure 100 marks & financial score for others will be derived as given below.

$F_s = 100 \times F_m / F$ Where

F_m = Amount of financial proposal of lowest bidder in INR

F = Amount of financial proposal in INR

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

Total score will be weighted average of the technical score (Ts) and financial score (Fs). Technical evaluation score will have 70% weightage and the financial score will have weightage of 30%.

The weightage average total would be the determining yardstick for selection of the preferred consultant.

$$\text{Final score} = \frac{\text{Ts} \times 70 + \text{Fs} \times 30}{100}$$

- 1.5) Period of the Assignment: The duration of the assignment shall be 03 years (36 Months) from the date of issue of work order and further expandable for 12 months (01 year).

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	Project Manager / Team Leader /Dredging expert:01 Nos						
2	Hydrographic Surveyor: 02 Nos						
3	Dredge Master MOT Grade I/II (Round the clock works): 02 Nos						
4	Financial Experts (preferably CA / ICWA/ MBA Finance): 01 Nos						

Note: Provide CV of each key personnel as proposed above in Annexure E.

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

CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT

1. Proposed Position [only one candidate shall be nominated for each position]: ____
2. Name of Firm [Insert name of firm proposing the staff]: _____

3. Name of Staff [Insert full name]: _____
4. Date of Birth: Nationality: _____
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of Professional Associations: _____

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]: _____

9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

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

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

11. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

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

Date: _____

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

Place..... (Signature and name of the Key Personnel) (Signature and name of the authorized signatory of the Bidder)

Notes:

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

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

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

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

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

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

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

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

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

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

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

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

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused

no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract 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)

(Office Seal)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place: Gandhidham

Date: ____/____/20____

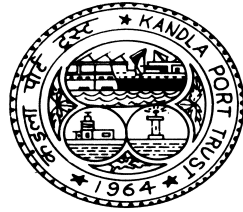
Witness-1:

(Name & Address) _____

Witness-2:

(Name & Address) _____

DEENDAYAL PORT AUTHORITY



PRICE BID

TENDER

for

**Appointment of Project Management Consultant (PMC) for
Capital and Maintenance Dredging works of Deendayal Port
Authority**

DY. CHIEF ENGINEER (H&D),
DEENDAYAL PORT AUTHORITY,
A O BUILDING,
GANDHIDHAM – 370 201.
KUTCH DISTRICT.
GUJARAT STATE, INDIA

Telephone: (MOB) +91 94272 51059.

Fax No. 02836-220050

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

DEENDAYAL PORT AUTHORITY

PRICE BID

NAME OF WORK: Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority

Providing Project Management Consultancy Service to DPA for the Discharging duties as Engineer/ PMC and responsibilities of DPA as per the tender documents of ongoing project and future project as well as task mentioned under Broad scope of work by providing Technical / Office Staff/ Experts and Maintaining office etc. The Total time duration envisaged is **36 MONTHS**.

Sl. No	Description	Nos	Unit	Qty	Rate (in Figures and in Words)	Amount (in Figures and in Words)
(a)	(b)	(c)	(d)	(e)	(f)	(g)=(c) x (e) x (f)
1	Project Manager / Team Leader /Dredging expert	01	Man months	36		
2	Hydrographic surveyors	02	Man months	36		
3	Dredge Master MOT Grade I/II (Round the clock works)	02	Man months	36		
4	Financial Experts (preferably CA / ICWA/ MBA Finance)	01	Man months	36		
	Total					

Rupees

(Excluding GST).

NOTE: - The rate quoted shall include Expenditure towards conveyance (Vehicle arrangement for staff), office accommodation, furniture, other amenities, stationery, and all other expenditure etc. during this period.

- 1) There is no age for right candidates having vast experience in the concerned field for Sr. No.2 & 3, However, candidate/ individual expert should physical fit to carry out the task as per Scope of Work

- 2) For the purpose of supervision and monitoring of dredging activity on board dredger round the clock, Experts at Sr. No.3 above i.e. Dredge Masters shall be deputed by Consultant by following Marine Rules. The launch only for pick up/ drop facilities of experts/staff for the dredging supervision and monitoring activity will be arranged by DPA through dredging contractor.
- 3) Hydrographic Surveyor attends all the surveys during the fortnight/ monthly surveys only. The remaining time, they may concentrate for other work like, billing work, processing of survey data and its result, checking and verifications of raw and processed hydrographic survey data, draftsman job and other related task pertaining to the project.
- 4) Only office space for Project Management Cell shall be allotted at Kandla/Gandhidham at Free of Cost.

The prevailing GST rate* for the work is

Note:

- (i) All the payment under this contract will be made only in Indian Rupees.
The fees/price may be quoted in Indian Rupees only. The Advisor shall be paid for the services rendered as per the Scope of Work.
- (ii) The payment for the lump sum fee to be quoted by the bidder will be made only in Indian rupees.
- (iii) *The Bidder shall also quote prevailing GST rate as per clause. no. 10.2

Signature of Project Management Consultant
with seal

DY. CHIEF ENGINEER (H&D),
DEENDAYAL PORT AUTHORITY.

Place: _____

Date: _____

FORMS OF BID

To be submitted by Bidders with their Bids

Form No	Description of Form
1	Specimen of Application for bidding
2	Certificate of verification of turnover by the chartered accountant
3	Format of declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Details of Litigations / arbitration cases resulting from the contracts executed by bidder in the past or currently under execution

Tendering Forms

SPECIMEN OF APPLICATION
(To be executed on bidder's letter head)

To
The SE(H&D)
Deendayal Port
Authority _____
(Address _____
Pin Code: _____
Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a). we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b). we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no (insert No.)
- (c). Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d). If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

B. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.

II. We also make a specific note of clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on _____ day of _____, ____ (insert date of signing)

FORM- 2

**CERTIFICATE OF VERIFICATION OF TURNOVER BY THE CHARTERED
ACCOUNTANT**

This is to certify that the Total Annual Turnover from business furnished by M/s _____ for the last three financial years i.e. 2020-21, 2021-22 & 2022-23 is as detailed below and as furnished in the enclosed audited statement of accounts, is verified by us and found to be correct.

Sr. No.	Year	Annual Turn Over (in lakhs)
1.	2022-23	
2.	2021-22	
3.	2020-21	

Average Annual Turnover is Rs. _____ Lakhs (in figures & words) .

SIGNATURE OF CHARTERED ACCOUNTANT
WITH SEAL

Name of Chartered Accountant who has signed the above certificate	
Firm Name	
Member Name	
Membership No.	

Notes:

(1) Audited Annual Accounts for the year last three financial years ending on 31st March 2020 are enclosed herewith.

(2) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. _____ Lakhs as certified by the Chartered Accountant i.e. 2020-21, 2021-22 & 2022-23.

FORMAT FOR DECLARATION
(To be executed on bidder's Letter Head)

To: _____
(Project title)
Ref: _____

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.
- (c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned/black-listed/de-listed by any Central / State/Public govt. Agency/PSUs.
- (g) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date: _____
Place: _____

Name of Applicant: _____
Represented by (Name & capacity)

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID
(To be executed on non-Judicial Stamp Paper of appropriate value)

Dear Sir,

We----- do hereby confirm that Shri (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in case of company)} for tender no. ----- for the work of _____ and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit. We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

As pointed out in the tender, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)

Dated on _____ day of __, _____ (insert date of signing)

Details of Litigation / Arbitration cases resulting from the contracts executed by the bidder in the past or currently under execution (Details of both completed as well as Ongoing Litigations & Arbitrations may be furnished)

Year	Ongoing / completed	Name of the Court where pending	Name of Client	Main Cause of Litigation / Arbitration	Disputed Amount	Actual Awarded Amount

Signature of the Authorized Signatory
of the contractor (with seal)

Name
Designation

Date:

Place:

