

# **DEENDAYAL PORT AUTHORITY**

**Appointment of Technical Advisor for**  
**"Construction of Road Over Bridge (ROB)**  
**including Roads & allied facilities at Tuna-Tekra"**  
**from the empaneled list of IPA.**

Executive Engineer(Construction-I),  
Deendayal Port Authority,  
Room No. 302,Annex, A.O.  
Building,Gandhidham-370201  
Gujarat State, India Mobile-8758659669  
Email:constdiv1@gmail.com  
Website: [www.deendayalport.gov.in](http://www.deendayalport.gov.in)

## **Disclaimer**

The information contained in this TENDER document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or enrich mentor otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in anyway in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this TENDER.

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

The issue of this TENDER does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

**DEENDAYAL PORT AUTHORITY**  
**(Erst while Kandla Port Trust)**

**TENDER NOTICE**

Deendayal Port Authority intends to invite offers for "Appointment of Technical Advisor for "Construction of Road Over Bridge (RoB) including Roads & allied facilities at Tuna-Tekra" from the empaneled list of IPA, Class-A, Group-1(a) Marine Construction works.

The E-Tenders are invited from the firms/consortiums empaneled as Technical Consultant by Indian Port Association, New Delhi communicated to all Major Ports vide Mail dated 31/03/2023.

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

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

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

Offers will be submitted online on (n) Procure site & hard copies of documents to be submitted within 07 days from opening of technical bids.

**Executive Engineer(C-I)**  
**Deendayal Port Authority**

## **NOTICE INVITING LIMITED ONLINE TENDER**

Details about Tender:

<b>Department Name</b>	Civil Engineering Department
<b>Circle/ Division</b>	Construction-I Division, Room No. 302, Annex A.O. Building, Deendayal Port Authority, Gandhidham, Kutch, Gujarat-370201
Tender Notice No.	C-I 02/2023
Name of Work	<b>Appointment of Technical Advisor for "Construction of Road Over Bridge (ROB) Including Roads &amp; allied facilities at Tuna-Tekra"from the empaneled list of IPA, Class-A, Group-1(a)Marine Construction works</b>
Estimate Cost	3,41,33,330.00/-
Period of Completion (in Months)	28 Months
Bidding Type	From Empaneled Consultants, Class-A, Group-1(a) Marine Construction works, by Indian Port Association.
Bid Call (Nos.)	One
Tender Currency Settings	Indian Rupees (INR)

Qualifying Criteria:	<p>a) The selection shall be based on Quality Cost Based Selection (QCBS) i.e., evaluated on 70:30 basis.</p> <p>b) Eligibility for submission of the bids does not qualify the Bidders to be part of opening the Financial Bid, if the bidder is not qualified in evaluation of the Technical Bid.</p> <p><b>c) The Eligibility criteria and evaluation methodology have been detailed out in the <b>BID SUMMARY SHEET (Annexure C).</b></b></p> <p>d) Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation.</p> <p>e) If the number of such pre-qualified bidders is less than two, the Authority may in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total number of pre-qualified and short-listed bidders shall not exceed two.</p>
Joint Venture	Not Applicable
Rebate	Applicable
Bid Document Fee:	1180/-(inclusive of 18% GST)
Bid Document Fee Payable To:	Payment of tender fee to be made ONLY through Digital mode of payments. The details are mentioned below: - Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch
(EMD):	Rs. 3,41,333.00/-
EMD payable To:	Payment of EMD to be made ONLY through Digital mode of payments. The details are mentioned below: - Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch
Bid Document Downloading Start Date	27/09/2023@ 10.00Hrs
Bid Document Downloading End Date	25/10/2023 Upto 15.00Hrs.
Last Date & Time for Online submission of Bids	25/10/2023 upto 15.00Hrs. on <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a>
Bid Validity Period	120 Days

Condition

The bid/ tender shall be accompanied by Tender fee and EMD which must be paid ONLY through Digital mode of payments. The details are mentioned below: -

**Account no.: - 10080100022427**

**IFSC Code: - BARBOGANKUT**

**Bank of Baroda, Gandhidham Branch**

The bid/Tender not accompanied with Tender fee and EMD in appropriate payment mode (ONLY digital mode of payment) shall not be considered and their technical and price bid will not be opened.

Any other payment mode for tender fee and EMD other than mentioned above will not be considered.

In addition to above, the bidder is required to submit verifiable evidence of digital payment made towards EMD and tender fee during preliminary bid stage. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.

The bid/tender shall also be accompanied with Integrity Pact Agreement duly signed by the bidder and two witnesses (Its' bidder onus to arrange for two witnesses) which must be submitted online during preliminary bid stage along with tender fee and EMD. **(ANNEXURE I)**

The bid/Tender not accompanied with Tender fee, EMD and Integrity Pact Agreement in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened.

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 as per National Industrial Classification-2008 mentioned in the table below ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed "**Bid Securing Declaration**" as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at **(ANNEXURE J): -**

Division - 71

Architecture and Engineering  
Activities; Technical Testing and  
Analysis

	Group – 711	Architectural and engineering activities and related technical consultancy
	Class 7110 & Sub-Class 71100	Architectural and engineering activities and related technical consultancy
	<p>The above shall be submitted in electronic format ONLY through online (by scanning) while uploading the bid. This submission shall mean that Integrity Pact agreement, EMD and Tender Fee are received. Accordingly offer of only those shall be opened whose Integrity Pact agreement, EMD and Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed &amp; signed of authorized person), and other Pre-Qualification documents through R.P.A.D./speed post or in person so as to reach to <b>EXECUTIVE ENGINEER(C-I),CONSTRUCTION-I DIVISION DEENDAYAL PORT AUTHORITY, ROOM NO.302, 2 FLOOR,AOBUILDING-ANNEX,GANDHIDHAMKACHCHH-370201</b> within 7 days from the date of opening.</p>	
Remarks	<p>Submission of Integrity Pact agreement, E.M.D., Tender Fee and other Documents during office hours: up to by R.P.A.D /Speed post or in person in the chamber <b>EXECUTIVE ENGINEER(C-I), CONSTRUCTION-I DIVISION DEENDAYAL PORT AUTHORITY, ROOM NO.302, 2 FLOOR, AOBUILDING- ANNEX, GANDHIDHAM KACHCHH-370201.</b></p>	
Documents required to be submitted by scanning through online	<ol style="list-style-type: none"> <li>Integrity Pact agreement as per tender in prescribed format.</li> <li>Tender fee &amp; EMD through Digital mode of payments ONLY.</li> <li>Resume/CV's of the team to be deployed.</li> <li>Any other Document as specified in the Tender Document.</li> <li>The Eligibility criteria and evaluation methodology have been detailed out in the <b>BID SUMMARY SHEET (Annexure C).</b></li> <li>Documents received via online ONLY shall be considered while evaluating.</li> </ol>	
Bid Opening Date	<p>Technical Bid will be opened on 25/10/2023@ 16.00 Hrs. Date of opening of Price Bid shall be notified after scrutiny &amp; evaluation of Technical Bid to qualified bidders.</p>	
PREBID Meeting date	<p>09/10/2023 at 15.00 hrs.</p>	
Officer-Inviting Bids:	<p>Executive Engineer (C-I), Deendayal Port Authority.</p>	
Bid Opening Authority :	<p>Executive Engineer (C-I), Deendayal Port Authority.</p>	



Address:	CONSTRUCTION-I DIVISION, Room No. 302, Annex A.O. Building, Deendayal Port Authority, Gandhidham, Kutch,Gujarat-370201.
Contact Details:	Email: <a href="mailto:constdiv1@gmail.com">constdiv1@gmail.com</a>

**NOTE:**

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

(n)code Solutions-A division of GNFC Ltd.,  
(n) Procure Cell 403,GNFC Info tower,  
S. G. Road, Bodak dev, 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)

**Executive Engineer (C-I)**  
**Deendayal Port Authority**

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

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

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

- I. Integrity Pact agreement with bidder signature and two witness signatures.
- II. Tender fee & EMD through digital mode of payment.
- III. Resume/CV's of the team to be deployed.
- IV. Any other Document as specified in the Tender Document.

## DEENDAYAL PORT AUTHORITYENGINEERING DEPARTMENT

### **Appointment of Technical Advisor for "Construction of Road Over Bridge (ROB) including Roads & allied facilities at Tuna-Tekra" from the empaneled list of IPA, Class-A, Group-1 (a)Marine Construction works**

#### **1. INTRODUCTION**

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

Presently, the Port has twelve cargo berths for handling dry cargo traffic, two berths for handling container cargo, seven oil jetties for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek, one Offshore Terminal at Tekra for handling dry bulk cargo, and three Single Buoy Mooring (SBM) & Two product Jetties at Vadinar, in Jamnagar District, for handling crude oil.

Deendayal Port Authority is developing two major Terminals i.e., Container Terminal and Multi-purpose Cargo Berth at Tuna -Tekra, on BoT Basis under PPP Mode. The Project to develop, operate and maintain the Mega container terminal at Tuna-Tekra, has been awarded to Hindustan Ports Pvt. Ltd., the Indian unit of Dubai's DP World.

At present, only two-lane Road from NH-8A to Tuna-Tekra is available, which is serving the existing PPP Multipurpose Cargo Berth (Handled by Adani Kandla Bulk Terminal Pvt Ltd) & Tuna Barge Jetty at Tuna area.

DPA has already initiated action for widening of existing Road as well as additional rail connectivity from NH-8A to Tuna-Tekra terminals in phased manner.

Now, for further connectivity from Tuna Junction to upcoming two new terminals, RoB with road connectivity including allied facilities is required.

Accordingly, DPA intends to invite offers from the empaneled list of IPA" Class-A, Group-1(a)Marine Construction works in accordance with the scope of work mentioned in Clause 7 for "Appointment of Technical Advisor for "Construction of Road Over Bridge (ROB) including Roads & allied facilities at Tuna-Tekra". The tentative layout drawing is attached.

#### **2. DEFINITIONS**

- 2.1** "Board" means Board of Deendayal Port Authority, a body corporate under the major Port Authorities Act, 2021 as amended from time to time.

- 2.2. "Advisor / Consultant / Contractor" means the person or persons, firm or company whose tender has been accepted by the Board and includes the Advisor's personal representatives, successors and permitted assignee.
- 2.3. "Chairman" means the Chairman of the Board of Deendayal Port Authority.
- 2.4. "Chief Engineer" means the Chief Engineer of Deendayal Port Authority.
- 2.5. "PPP Guidelines" means Public Private Partnership Guidelines issued by GoI.
- 2.6. "BOT" mean Built, Operate & Transfer.
- 2.7. DELETED.
- 2.8. "RFQ" Request for Qualification.
- 2.9. "RFP" Request for Proposal.
- 2.10. "DCA" Draft Concession Agreement.
- 2.11. Model RFQ, RFP & DCA means model documents issues by Ministry of Shipping, GoI.
- 2.12. "DPA" means Deendayal Port Authority.
- 2.13. "Similar Assignment" means assignments in respect of implementation of PPP Projects.
- 2.14. "H1, H2, ...Hn" are the ranks allocated to the bidders in order from highest to lowest score, based on combined score considering technical and financial score obtained by QCBS.
- 2.15. "Preferred Bidder" means H1 as defined in clause 2.14 above.

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

#### **3.1 BIDDING DOCUMENTS**

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

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

The Proposal shall be prepared in three separate envelopes as follows:

##### **3.2.1 Preliminary and Technical Proposal**

##### **3.2.1.1 Envelope 1: Preliminary Bid Proposal**

- a. The Tender Fee & EMD to be paid only through Digital mode of Payments. The details are mentioned below: -

**Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT  
Bank of Baroda, Gandhidham Branch**

In addition to above, the bidder is required to submit verifiable evidence of digital payment made towards EMD and tender fee during preliminary bid stage. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.

Note: - In case of Micro and Small Enterprise (MSE's) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed "**Bid Securing**

**Declaration"** as per format provided in the tender document, failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at **(ANNEXURE J)**: -

- b. Integrity Pact Agreement need to be submitted during preliminary bid stage duly scanned, stamped, signed and dated along with two witness signatures as per format available in tender document **(Annexure I)** Without which the bid submitted will be treated as non-responsive.

#### **3.2.1.2. Envelope 2: Technical Proposal**

- a. Tender documents together with accompaniments, duly stamped and signed on each page, except **Annexure-A** (Price Bid).
- b. The Bio data (Resume/CV's) of KEY PERSONALS to be appointed, indicating qualification, experience etc. complete in the prescribed format **(Annexure EF & K)**.
- c. Bidder should furnish Income tax PAN No. and GST registration No.
- d. Bidder is required to submit the declaration that they have not been banned or debarred by any Govt. / Semi Govt. agency or PSUs.
- e. An undertaking demonstrates that the advisor shall not have a conflict of interest that affect the bidding process as specified under clause No. 3.15
- f. Power of Attorney as specified under clause No. 3.12 (prescribed in **Annex-G**).
- g. Self-Evaluation Sheet as per evaluation criteria **(Annexure H)**

#### **3.2.2 FINANCIAL PROPOSAL**

It shall contain only **Annexure A** i.e., Price bid, showing the rate and

amount against the items for **"Appointment of Technical Advisor for Construction of Road Over Bridge (ROB) including Roads & allied facilities at Tuna-Tekra", Class-A, Group-1(a) Marine Construction works.**

**The Financial Proposal is to be submitted online only. (No physical submission of Financial proposal permitted)**

**3.2.3** The afore said documents of Preliminary and Technical Proposal shall be submitted in electronic format through on line (by scanning) while uploading the bid.

The bid/Tender not accompanied with Tender fee and EMD shall not be considered and their technical and price bid will not be opened. The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee are received. Accordingly offer of only those shall be opened whose EMD and Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to the Executive Engineer(C-I), CONSTRUCTION-I DIVISION, Room No. 302, Annex A.O. Bldg., Deendayal Port Authority, Gandhidham, Kutch, Gujarat.- 370201.

**3.3** The Advisor should not make any alteration in the tender documents.

**3.4** The Board will not be responsible for or pay for expenses or losses, which may be incurred by any Advisor in the preparation of his tender.

**3.5** The Consultant/ Advisors should not send revised or amended offers after the closing date and time of the tender.

**3.6** The tender should be delivered to the office of the Executive Engineer (C- I) and the Advisor should obtain written acknowledgement for the same. Hard copy of the Tender along with its accompaniments should reach the office of the Executive Engineer (C-I), within 7 days from the date of online opening of technical bid. The Advisor should specifically note that their tenders whether sent by post or by hand must reach this office on or before due date and time. Offers received late from outstations even though posted in time will not be considered in any case.

**3.7** The Financial Proposal shall be opened online or in the presence of such persons / representatives of the bidder who may wish to be present in the Office of Executive Engineer (C-I), DEENDAYAL PORT AUTHORITY, Gandhidham.

**3.8** DELETED.

**3.9** The validity of the offer shall be 120 days from the date of opening of the financial bid and extendable here after by mutual consent.

**3.10** DELETED.

**3.11** The Advisor whose tender is accepted will be required to enter into an agreement, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at **Annexure "B"**. The cost of stamping the agreement and final acceptance

etc., shall be borne by the successful Consultant.

**3.12** In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so and copy of the same is to be enclosed with technical bid.

**3.13** nil

**3.14** The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Advisor at the appropriate time.

**3.15** The Consultant/ Advisor should confirm that there is no conflict of interest in taking up this Advisory assignment. An undertaking in this regard should be submitted by Advisor that they/ their affiliates will not bid for / rate the same projects and the conflict or interest does not exist or arise. A conflict of interest will arise if Advisor, or its parent company, is advising potential bidders for the PPP project, or if the Advisor or its parent company is considering a debt or equity involvement in the project or is required to rate the proposed PPP project.

**3.16** Bank Guarantee, towards P.G. is acceptable only, if issued by Nationalized/Scheduled Banks (except co-operative banks) having its Branch at Gandhidham.

**3.17 PRE-BID MEETING:**

- a. The bidder or his official representative may attend pre-bid meeting to be held on 09/10/2023 at 15:00 hrs. in the Old Board Room, 1st floor, A.O. building, Deendayal Port Authority, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder.
- b. The purpose of the Pre-Bid meeting will be to clarify issues related to work and tender conditions.
- c. Pre-Bid clarifications will be uploaded in <https://kpt.nprocure.com> or [www.deendayalport.gov.in](http://www.deendayalport.gov.in) website without disclosing source of enquiry.
- d. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- e. No queries received after pre-bid meeting will be entertained. The queries shall be sent by email in the word format as under on email [ctdpatekra@gmail.com](mailto:ctdpatekra@gmail.com) or in writing so as to reach the XEN (C-I) not later than One (1) day before the date of Pre-bid meeting.

Sr.No.	Clause No	Page No	Quarry

**3.18 Amendment of Bidding Documents**

Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline. Any addendum thus issued shall be part of the bidding documents and

shall be communicated by uploading online on [www.deendayalport.gov.in](http://www.deendayalport.gov.in) & on n-procure website [www.nprocure.com](http://www.nprocure.com). Prospective bidders shall acknowledge receipt of each addendum by cable/email to the Employer. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

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

- a) The selection shall be based on Quality Cost Based Selection (QCBS) i.e., evaluated on 70:30 basis.
- b) Eligibility for submission of the bids does not qualify the Bidders to be part of opening the Financial Bid, if the bidder is not qualified in evaluation of the Technical Bid.
- c) The Eligibility criteria and evaluation methodology have been detailed out in the BID SUMMARY SHEET (Annexure C).
- d) Financial Bid would be opened for only those Bidders who have scored minimum 70 out of 100 marks in Technical Evaluation.
- e) If the number of such pre-qualified bidders is less than two, the

Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total number of pre-qualified and short-listed bidders shall not exceed too.

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

A Bid shall be considered for evaluation only if:

- a. It is accompanied by the EMD & Tender Fee;
- b. Integrity Pact agreement need to be submitted during preliminary bid stageduly scanned, stamped, signed and dated along with two witness signaturesas per format available in the tender document (Annexure I) without which the bid submitted will be treated as non-responsive.
- c. It is received as per formats prescribed of Technical Proposal
- d. It is received by the Bid Due Date including any extension thereof made pursuant to this TENDER;
- e. It is properly stamped, signed, and sealed as per the terms of this TENDER;
- f. It is accompanied by the Resume/CV's as specified under this TENDER;
- g. It Is accompanied by the Power(s) of Attorney as specified under this TENDER;
- h. It is accompanied by the undertaking of Conflict of Interest as specified under this TENDER
- i. It contains all the information (complete in all respects) as requested in this TENDER;
- j. It contains information in formats same as those specified in this TENDER;
- k. It contains certificates and statements as per the terms of this TENDER;
- l. It does not contain any condition or qualification.

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



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

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

- a. The eligible Bidders, who have qualified in the Technical Evaluation, shall be notified of being qualified for opening of the Financial Proposal submitted online. The Bidders' representatives, may attend the opening of Financial Proposal online as per the time and place informed by DPA.
- b. Financial Proposal shall be opened in the presence of the Bidders' representatives, who may choose to remain present at the time of online opening of the Financial Proposals.
- c. DELETED
- d. The Consultancy Services fee indicated in the Financial Proposal Submission Forms shall be deemed as final and reflecting the Consultancy Services fee for the Assignment. Omissions, if any, in costing any item shall not entitle the firm/entity to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant.
- e. 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.
- f. Total Marks = ((Technical Score) X 70%) + ((Financial Score) X 30%)
- g. The Bidder scoring highest Total Marks shall be awarded the assignment and termed a 'Preferred Bidder'.

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

- A. Earnest money Deposit (EMD) shall be 1% of the Estimate cost put to tender, subject to maximum Rs.3,41,333.00/-.

- B. The EMD of Rs. 3,41,333.00/- be payable only through Digital mode of payments. The details are mentioned below: -

Account no.: - 10080100022417IFSC Code: - BARBOGANKUT

Bank of Baroda, Gandhidham Branch

- C. Nil
- D. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- E. EMD is refunded Suo-motto with/without any application from the bidders.
- F. The bid security of the successful bidder will be discharged (refunded after he has signed the Agreement and furnished the required Performance security.)
- G. The Bid security may be forfeited, if
- a) The bidder withdraws the bid after bid opening during the period of bid validity.
  - b) The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
  - c) The successful bidder fails within the specified time limit to
    - (i) Sign the Agreement or
    - (ii) Furnish the required Performances security.
  - (iii) In case the contractor fails to commence the work within stipulated time. The forfeiture of the bid security is entirely discretion of employer. No any claims in this regards shall be entertained.

**H. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate.**

**NIC codes regarding similar work is mentioned below:**

Division 71	Architecture and Engineering Activities; Technical Testing and Analysis
Group 711	Architectural and engineering activities and related technical consultancy
Class 7110 & Sub- class 71100	Architectural and engineering activities and related technical consultancy

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

1. Security Deposit shall consist of two parts;
  - a) Performance Guarantee to be submitted at award of work,
  - and b) Retention money to be recovered from Running Bills.Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as ONLY through Digital mode of payments within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill.  
Balance SD to be refunded after the Engineer has certified that the work has been complete fully and satisfactorily under a final completion certificate.
2. The documentary evidences (copy of paid challan in Govt. Treasury) of Welfare Cess @ 1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

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

Deendayal Port Authority is developing two major Terminals i.e., Container Terminal and Multi-purpose Cargo Berth at Tuna –Tekra, on BoT Basis under PPP Mode. The Project to develop, operate and maintain the Mega container terminal at Tuna-Tekra, has been awarded to Hindustan Ports Pvt. Ltd., the Indian unit of Dubai's D P World.

At present, only two-lane Road from NH-8A to Tuna-Tekra is available, which is serving the existing PPP Multipurpose Cargo Berth (Handled by Adani Kandla Bulk Terminal Pvt Ltd) & Tuna Barge Jetty at Tuna area.

DPA has already initiated action for widening of existing Road as well as additional rail connectivity from NH-8A to Tuna-Tekra terminals in phased manner.

Now, looking to the upcoming two new terminals, it has become necessary to provide Road Over Bridge (RoB) over the existing and upcoming railway corridors for hassle free vehicular/cargo traffic of existing AKBTP Terminal as well as upcoming container terminal and multi-purpose cargo berth at Tuna-Tekra..

Technical Advisor has to design the Road Over Bridge (RoB) over the existing railway lines as well as upcoming railway line corridor of two new terminals for hassle free movement of vehicular/ cargo traffic of existing AKBTP Terminal as well as upcoming container and multi-purpose cargo berth at Tuna-Tekra. Further, proper road connectivity up to new terminals has also to be considered along with new railway lines. Also, Consultant has to consider widening of existing Road including bridge which is connecting the proposed RoB.

The scope of technical advisory services shall include but not necessarily be limited to the following activities: -

### **7.1 Task I: Techno-economic Feasibility cum DPR Study**

The techno-economic feasibility cum DPR study is conducted to ascertain the feasibility of the project technically and to derive the cost of various components of the project.

- i. Site visit, reconnaissance survey and conduct meetings with port officials to get a clear idea about the project.
- ii. Review of all available reports and information about the project roads and the project influence area if available. Any additional data if required by consultant shall be worked out / arrived by him with the help of already available data or by any other suitable method at his own cost.
- iii. Carrying out detailed survey to bring out the Topographic features of the site and work out the feasibility for construction of RoBs with connecting Road & allied facilities including backup area and associated infrastructure and the geometric improvement plan and at all the inter-sections along the stretch under study.
- iv. To carry out traffic studies including traffic surveys and Axle load survey and demand forecasting for next thirty years.
- v. Consultant should also collect the data of infrastructure existing on the ground, and also identify the reserved green / parks, sensitive areas in the vicinity and its influence on the proposed RoB & connectivity of road and the study corridor. Obtain details of underground / over-ground services from various utility departments/ railway/ PPP operators and prepare necessary shifting plans for these services in consultation with the utility department along with their consent letter. Inventorying services details shall include in the proposal including proposal for the shifting / relocation in safe corridor and Land Schedule Plan, if any land acquisition is involved. Consultant shall obtain all types of necessary clearance required for implementation of the project from the concerned agencies / Departments. The client will provide necessary supporting letters and will arrange to make Advance payments/ fees as per the demand note issued by such concerned Service agencies for shifting of Service utilities to enable implementation.
- vi. All activities related to field studies, design and documentation shall be done as per the latest guidelines/ circulars of MORTH and relevant publications of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS). The consultant requires exploring the new mechanism for constructing the RoB and allied facilities and their approaches with precast elements to speed up the construction and put into use. The Design Standards evolved for the Project shall cover all aspects of detailed design including the design of geometric elements, pavement design, bridges and structures, traffic safety and materials. The consultant should submit alternatives/ options along with suitable scale with merits and demerits of all the options. The same shall be presented before the DPA Authority/ Ministry for review through power point presentation. The recommendation of shall be incorporated and best option/approved option shall be finalized.
- vii. While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local bodies, should be taken into account. Such aspect should be clearly brought out in the reports and drawings
- viii. The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the proposed structures to be constructed. These salient features such as alignment, overall length of RoB with connecting Road & allied facilities which include Back-up area and required Building/ infrastructure as per the suggestions of Department.
- ix. Technical Consultant shall have to prepare Bill of quantities and Block cost estimate Block Estimate by considering the prevailing market rates and DPA/CPWD SOR and as per Market rates.

- x. The consultant need to appoint at least one (1) technical personnel/ technical consultant since award of consultancy as and when required by the Authority, who will be responsible for coordinating with various departments of DPA during the entire process like site visit, finalization of block/ detailed estimate, drafting of the tender document, Bill of quantities etc. and subsequently get necessary clarification/ correction if any from the concerned division while drafting the same etc. till finalization of L-1 bidder.
- xi. The consultant shall assess & submit the technical and financial viability of the scheme and submit recommendation for implementing the scheme.
- xii. The Feasibility- cum DPR report shall be prepared after considering prevailing Environment Rules & Regulations, CRZ Notification and other statutory requirements. In case any assistance required by our Environment cell and documentation required, the same shall be prepared by consultant side.
- xiii. Consultant shall also make presentation to the Department, to the higher officials, Government heads and also to other Government agencies as and when required for approval of the Proposal and also prepare the compliance report for the same. Assist DPA for obtaining approval from respective Competent Authority/ respective Ministry.

## **7.2 Task II: Estimation, Tendering, Design**

- i. Subsequent to the approval of the Feasibility Cum-DPR, the Consultant shall prepare detailed design & Drawings as per IRC and Highways guidelines and working drawings for all components of the proposed structures. The Consultant shall furnish the design and working drawings for suitable protection works and fencing works also wherever required.
- ii. Conduct Geo-technical investigations and sub-surface explorations for the proposed RoB with connecting Road & allied facilities for proper design and conduct all relevant laboratory and field tests on soil and rock samples. Sub-soil investigations will be done as per IRC code and in line of MoRTH. The soil testing reports shall be in the format prescribed in relevant IRC Codes.
- iii. Preparation of detailed design and structural drawings of various components of the RoB, & profile of approach Road and allied work as per Guide Lines of related latest IRC and IS Codes. The detailing should be so precise that it can be used as a working drawing during execution of the project.
- iv. Getting the design and drawings proof checked from prestigious technical institutions of the Govt., i.e., Indian Institute of Technology (IITs)
- v. The detailed estimate should be prepared with data specified by the Highways department as well as per IRC /MORT/IS. Prepare rate analysis based on DPA/ CPWD manual & SoR and prevailing market rates for items not available with the SoR.
- vi. Strip plan indicating the scheme for carriageway widening, location of all existing utility services (both over- and underground) and the scheme for their relocation, trees/mangroves to be removed and planted.
- vii. Preparation of detailed project report, cost estimate, rate analysis, detailed bill of quantities, tender documents for execution of civil works as per DPA standard.

## **7.3 Task III: Sanctions and award of work**

- i. Attend and prepare pre-bid queries in ref of Tender

- ii. Prepare Technical Bid evaluation report.
- iii. Prepare queries to be sent to the bidders.
- iv. Prepare Technical & Commercial Bid evaluation report.
- v. Assist in preparing Letter of intent, award letter to be issued to successful bidder.
- vi. Preparation of detailed design and approved Good for Construction drawings.

#### **7.4 Task IV : Project Management Services**

1. The project management team will consist of Project Manager 1 no. (8-year experience), Senior Engineer 1 no. (05 year experience), Junior Engineer 2 no. (3 year experience), for the construction duration of 24 months.
2. Deputation of the site supervision team immediately after award of the work.
3. Prepare bar charts along with their periodical updating as and when required with a view to adhere to the time frame for completion of the scheme.
4. To verify design and drawings of the arrangement prepared by the Contractor.
5. Regular supervision of execution works as per the tender specification and submit the weekly/ monthly progress report (physical as well as financial progress) to DPA.
6. Evolve and implement Quantity and Quality Control procedures.
7. Prepare detailed report with variation statement showing quantities/rates and justification for the approval of the Employer.
8. Assist the Employer in the evaluation of Contractor's claims.
9. Assist the Employer to obtain mandatory clearances from Competent authorities.
10. Prepare quarterly project budgets and estimates.
11. Monitor the work allotted to contractor from start to completion ensuring work is carried out strictly in accordance to specification mentioned and the latest IS codes and standards.
12. The role of consultant is executing the contract in accordance with the agreement entered into between port and the contractor. In other word consultant shall be solely responsible for quality, quantity as set forth in the civil work contract. Consultant shall work by complying with all laws, rules, regulations guidelines that govern the contract.
13. Prepare formats for inspection and testing procedures for Quality Control at site.
14. Vetting thoroughly the billing break-up furnished by the contractor considering the various components and their quantum & rates and recommending to DPA for approval. Scrutinize and advice Employer upon the claims raised by the contractor, if any.
15. The consultant shall prepare a project budget, revised project budget (if needed) and cash flow as soon as major project requirement has been identified and update the same periodically for the client's approval and suggest corrections.
16. The consultant shall render all technical services, advisory and guidance relating to construction of approved infrastructure to client, and ensure necessary documentation, maintenance of records.
17. For the construction phase, the consultant shall review and approve, the comprehensive program provided by the contractor, checking of the Approach & Methodology submitted by the contractor and forward for consideration and approval of the client.
18. To review and comment on the Project Programs submitted by the contractor and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews of the contractor resources vis-à-vis the Project Schedule and ensure that the contractor mobilizes additional resources to meet the Project Schedule.
19. The Technical Advisor shall examine the contractor's alternative suggestion / proposal during the execution of the work and advice the Deendayal Port Authority appropriately. The detailed designs shall be prepared by the Technical Advisor.
20. Solutions to the practical problems encountered during execution of work and

furnish Advise Solicited if any during the execution of work.

21. The work is open for inspection by Chief Technical Examiner (CTE) of the Central Vigilance Commission (CVC). The consultant should give all facilities to the staff of the CTE and furnish adequate information to the DPA for issue of a satisfactory reply to their observations. The consultant shall also verify/certifies the records/ registers maintain at site office.
22. Prepare and submit the completion report and as build drawing.
23. The period of contract shall be 28 months or till completion and handing over the entire work to DPA. If completion of the work is extended beyond its schedule date of completion, the contract period of the Technical Consultant shall automatically get extended. The payment towards extension period shall be made as per the existing terms and conditions and rates quoted by the consultant. The rate shall be obtained onprorate basis.

### **8.0 Deliverables and Time Schedule**

The overall schedule for the completion of the scope of work is 28 Months or till completion of work with the schedule of milestones as under

<b>Sr .N o</b>	<b>Deliverable Items</b>	<b>Timelines for Deliverables (the mentioned timelines start from date of receipt work order)</b>
<b>1.0</b>	<b>Task -I Feasibility Cum-DPR</b>	
1.1	Inception Report; <ul style="list-style-type: none"> <li>• Site visit and Preliminary survey</li> <li>• Work Programme</li> <li>• Getting approval from the Department by presenting various options to finalize the best option.</li> </ul>	T+10 days
1.2	Submission of Draft Feasibility Report & Presentation	T+20 days
1.3	Submission of Final Feasibility Report cum DPR.	T+30 days
<b>2.0</b>	<b>Task- II: Estimation, , Design, Drawing &amp; Tender document</b>	
2.1	Preparation of design, drawings, detailed Estimate and tender documents.	Within 30 days after approval of final Feasibility-Cum DPR report.
<b>3.0</b>	<b>Task III: Sanctions and award of work;</b>	
3.1	Process of invitation of tender and its submissions by bidders.	T+80days
3.2	Evaluation of Technical & Price bid and award of work.	T+100 days

3.3	Preparation of GFC drawings and to revise the same as and when required as per site requirement	Within 20days of issue of work order to the contractor
<b>4</b>	<b>Task-IV: PMC during construction</b>	24 Months after award of work
	TOTAL	<b>28 Months</b>

Time period starts from the date of issue of work order: (T. )

Total time period for completion of work is of 28 months.



## **9.0 General Terms & Conditions are as under:**

- i. The Technical Consultant shall prepare a Feasibility report for the Subject work.
- ii. To interact with officials of various departments of Port like Engineering Department, Marine Department, Mechanical Engineering Department, Traffic Department, Finance Department etc. and take note of their requirements and incorporate the same in the proposals.
- iii. To carry out studies and submit Feasibility report based on current market scenario, future projections of Cargo Transportation and Feasibility report shall be prepared after considering prevailing Environment Rules & Regulations, CRZ Notification and other statutory requirements.
- iv. The Contract period / time limit for entire Job completion will be for a period of 28 months or till completion from the date of issuance of Work Order.
- v. The Technical Consultant shall deploy the Technical Staff & other required Manpower for the Preparation of Feasibility report.
- vi. The Cell will function during all the working days and, if required, on holidays also during exigencies, and shall adhere to complete the job at the fullest satisfaction of the Authority and well within the time period allotted.
- vii. The Lodging and Boarding arrangement for the Entire staff / Key personnel of the Consultant, for the entire Contract period, shall be the responsibility of the Consultant at his own risk and cost.
- viii. The Consultant shall work by complying with all laws, rules, regulations guidelines that govern the contract.
- ix. The Advisor shall ensure availability of the requisite Professional staff/Experts / Key Personnel stationed at Deendayal Port Authority during entire consultancy period.
- x. The Advisor should provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced key personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract. The Advisor 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 approval of Deendayal Port Authority (DPA).
- xi. Deleted
- xii. No escalation in cost of work shall be given till the completion of work.
- xiii. Bidder should have full knowledge of site of work and may visit the site before filling the tender.
- xiv. The income tax & TDS shall be charged as per the prescribed rule of IT Department.
- xv. All the costs are exclusive of GST.
- xvi. DPA may close the assignment at any stage for which further no payment will be made.
- xvii. The payment shall be made through RTGS/NEFT.

## **10. Remuneration: -**

The lump sum charges quoted by the Technical Advisor in the Price Bid shall be inclusive of all the expenses towards payment of fees for the work of "Construction of Road Over Bridge (ROB) including Roads & allied facilities at Tuna-Tekra", use of various instruments gadgets, equipment's, computers, arriving/work out data of required by Technical Advisor, Engaging various professionals to carry out studies, investigations and preparation of designs / drawings C.D, DTP;s, Tender , GFC drawings, deputation of

technical staff etc. without any substantial variation in the scope . The L.S charges quoted shall be inclusive of expenses for conveyance & subsistence incurred by the Technical Advisor or his authorized representative, associated experts and technicians, during visit outside their headquarters mainly for Tuna-Tekra and at DPA office.

#### **11. Mode & RELEASE OF PAYMENT:**

The schedule for payment of lump sum charges quoted by Technical Advisor shall be as under: -

<b>Sr. No.</b>	<b>Description</b>	<b>Percentage of lump sum amount quoted for the respective stages of the scope of work.</b>
<b>I</b>	<b>Task-I</b>	
	1) Submission of inception report	30% of the quoted amount for Task - I
	2) Approval of Draft feasibility and Presentation	50% of the quoted amount for Task - I
	3) Approval of Final Feasibility cum DPR	20% of the quoted amount for Task - I
<b>II</b>	<b>Task II</b>	
	Submission and getting approval of detailed design, drawings, Estimate and tender documents, drawings, specify criteria for pre-qualification.	100% of the quoted amount for Task - II
<b>III</b>	<b>Task III</b>	
	Evaluation of tender till acceptance of lowest offer	30% of the quoted amount for Task-III
	Submission of Detailed design and GFC Drawings	70% of the quoted amount for Task-III
<b>IV</b>	<b>Task-IV</b>	
	PMC services for a period of 24 months	100% of the quoted amount for Task-IV is payable on equal installments on monthly basis

#### **12. TAXES & DUTIES:**

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.

**13. GST Clause:**

The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. The contractor should have valid GST registration No., to become eligible for participating in the bid. The TDS on GST as per the applicability will be deducted.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail in put tax credit in timely manner. Incase DPA not allowed input tax credit due to failure on part of the Contractor/service provider/supplier etc. it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the Contractor/service provider/supplier.

**14. CARE AND DILIGENCE:**

The Advisor 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.

**15. 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.

**16. TERMINATION OF SERVICES:**

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

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 here under, as specified in a notice of suspension pursuant to Clause 15.

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
  - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
  - (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
  - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
  - (f) If the Consultant fails to confirm availability of Key Experts as required in Annexure-C, Clause 1.4.1.
- 161.1. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Advisor, terminate the Consultant's employment under the Contract.
- 161.2 The Balance work will be carried out by the Deendayal Port at the risk and cost of the Advisor. The Performance security shall be forfeited in case of termination of contract. The decision of the Deendayal Port in this regard shall be final and binding upon the Advisor.
- 161.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute 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.

## **17. Liquidated Damage (L.D.):-**

17.1 The time allowed for various services mentioned under clause no.8 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 respective task/ work, beyond the scheduled period of under taking 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.

17.2 In case the full time stationed key personnel is on leave, substitute shall be provided. Substitute shall have equivalent or better qualifications and experience than the original candidate. For any absence of key personnel/substitute, pro-rata deduction will be made and an amount of Rs. 1500/- per day will be deducted as penalty for each individual personnel as per **Annexure K** attached in the tender document.

## **18. 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 the Chairman for sole arbitration by himself or by any officer appointed by him.

(ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

(iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

(iv) 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 there after 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.

(v) 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.

- (vi) 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 Engineer-in-Charge 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.
- (vii) 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.
- (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration 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.
- (xi) 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.
- (xii) 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.
- (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

## **19. 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 DPT and consultant shall be governed by the Applicable law in India.

## **20. Confidentially**

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/ Master or operations without the prior written consent of the Board.

## **21. Reporting Obligations**

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

## **22. 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.

**23. Performance Guarantee(PG)**

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

**24. 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.

**25. ALTERNATIVE PROPOSALS BY BIDDERS.**

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

**26. Integrity Pact**

Pre-contract Integrity Pact Agreement (as per agreement form enclosed) duly signed by the bidder and two witnesses need to be scanned and uploaded during the Preliminary bid stage failing which the bid will be considered as non-responsive. 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.)  
104, Narantra Aptt.,  
Plot 8B, Sec 07, Dwarka,  
110 075  
Mobile No.: 9811149324  
Email: [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

Shri Saurabh Chandra, IAS(Retd.)B-  
A-9 Sector-30,  
Noida (UP) 201301 New Delhi –  
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 technical proposal as a token of acceptance. Original hard copy of the same along with the tender documents shall have to be 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.

**ANNEXURE-A****PRICE BID**

**Name of Work: Appointment of Technical Advisor for "Construction of Road Over Bridge (ROB) including Roads & allied facilities at Tuna-Tekra" from the empaneled list of IPA.**

Description or Item	Unit	Amount (in Rs.)	
		In Fig.	In words
Lump-sum charges for Providing Technical Advisory Services for subject work as specified in scope of work/ToR, clause-7 of Tender (The rate quoted shall include expenses of stationery, postage and payment of fees to professionals, experts, etc) including of conveyance & subsistence incurred by the Advisor or his authorized representative during visit to DPA/ site visit at Tuna-Tekra. The amount quoted shall be exclusive of GST.			
<b>1) Task -I Feasibility Cum-DPR</b>	<b>Lump sum</b>		
<b>2) Task- II: Estimation, , Design,Drawing &amp; Tender document</b>	<b>Lump sum</b>		
<b>3) Task III: Sanctions and awardof work</b>	<b>Lump sum</b>		
<b>4) Task-IV: PMC during construction (for 24 months)</b>	<b>Lump sum</b>		
	<b>Total excluding GST</b>		
	<b>Total including GST</b>		

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 proportionate 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 13
- (iv) Annexure –K may be filled and submitted along with the Price bid. (Please refer clause 7.4(1) and 17.2)

**Signature of Technical Advisor**  
**With seal**

**EXECUTIVE ENGINEER (C-I)**  
**DEENDAYAL PORT AUTHORITY**

**Place:** \_\_\_\_\_  
**Date :** \_\_\_\_\_

## **FORMS OF SECURITIES AND OTHER FORMATS**

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.

## **ANNEXURE'B'**

### **Form of Agreement**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Board of Deendayal Port Authority, a body corporate under Major Port Authority's Act, 2021, having its Administrative Office Building at Gandhidham (Kachchh) (herein after called the 'Board', which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part

«Name\_of\_Party»,

«Address\_of\_Party»,«Address\_1»,«Address\_2»,«Address\_3», (Name and address of the Consultant if an individual and all partners if a partnership with all their addresses) (here in after called the 'Consultant' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

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

And where as the contractor has deposited a sum of Rs.

«EMD»/-as security in the form of «Form\_ Of\_ EMD» and/or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

Rs. \_\_\_\_\_ Paid towards EMD to be treated as Security Deposit.

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

NOW THIS AGREEMENT WITNESSET HAS FOLLOWS: -

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract here in afterreferred to.

2 The following documents shall be deemed to form and be read as construed as part of this agreement viz.: -

- i. The tender submitted by the Consultant.
- ii. The conditions of contract.
- iii. The entire scope of work as per clause no.7
- iv. The schedule of items of work with quantities and rate.

3 The Consultant here by covenants with the Board to complete the work in conformity,

in all respects to the satisfaction of Board in accordance with the provision

of the contract.

4 The Board here by covenants to pay the Consultant in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.

INWITNESS where of the parties here unto have set their hands and seals the day and year first above written.

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

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

(Name, signature description  
and seal of Technical  
Consultant)

Witness:(Name, signature,  
address)

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

\_\_\_\_\_

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

Witness:(Name, signature, address)

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

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

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

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

Secretary  
Deendayal Port Authority

**BID SUMMARY SHEET**

<b>1.1</b>	<b>Name of the Assignment: Appointment of Technical Advisor for "Construction of RoadOver Bridge (RoB) including Roads &amp; allied facilities at Tuna-Tekra" from the empaneled list of IPA.</b>				
<b>1.2</b>	Technical Proposal including Tender Fee, EMD and Integrity Pact Agreement are to besubmitted in sealed Envelope as mentioned under clause no.3.2.				
<b>1.3</b>	<b>Evaluation Method:</b> The Bidder who has (based on the Technical bid valuation) scored a minimum technicalscore of 70 Marks out of 100 marks will be considered as qualified for the Financial Bid opening and evaluation. If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided thatin such an event the total no. of pre-qualified bidders shall not exceed two. <b>Quality And Cost Based Selection:</b> Total Marks = (Technical Score) * 70% + (Financial Score) * 30% The Bidder scoring highest Total Marks shall be awarded the assignment				
<b>1.4</b>	<b>1.4.1 Technical Evaluation:</b>				
	<b>Qualifications and Experience of Key Personnel</b>				<b>Total Marks– 100</b>
	<b>Sr. No.</b>	<b>Category of professional(s)</b>	<b>Qualification</b>	<b>Experience</b>	<b>Marks</b>
	1.	Team Leader	B.E./ B. Tech in Civil Engineering	Minimum 15 years of experience in infrastructure/ Port Projects	<u>Total 30 Marks</u>  a. 10 marks for relevant qualification b. 20 marks for relevant experience (1mark to be allotted for each completed year)
	2.	Structural Engineer	M.E./ M. Tech in Structure Engineering	Minimum 8 years of experience in infrastructure/ port projects	<u>Total 20 marks</u>  a. 10 marks for relevant qualification  b. 10 marks for relevant experience (1mark to be allotted for each completed year)

	3.	Financial Specialist	MBA (Finance) /Chartered Accountant	Minimum 05 years of experience in financial analysis and evaluation of infrastructure/ port projects.	<u>Total 10 Marks</u> a. 5 marks for relevant qualification. b. 5 marks for relevant experience (1 mark to be allotted for each completed year)
	4.	Transportation Engineer	Relevant Master's degree (M.E./ M. Tech) in Transportation Engineering.	Minimum 03 years of experience in Logistic / Port /Transportation / Highway projects	Total 10 Marks a. 5 marks for relevant qualification. b. 5 marks for relevant experience (1 mark to be allotted for each completed year)
	5.	Project Manager/ Planning Engineer	Graduate Degree (B.E./ B. Tech) in Civil Engineering	Minimum 8 years of relevant experience in port/ infrastructure projects with detailed knowledge of preparation of BoQ and block estimate etc.	Total 15 marks a. 5 marks for relevant qualification b.10 marks for relevant experience (01 mark to be allotted for each completed year)
	6.	Senior Engineer	Graduate Degree(B.E/B .Tech) in Civil Engineering	Minimum experience of 5 years in design/site work of marine structures. Experience of at least 3 similar projects.	<u>Total 10 Marks</u> a. 4 marks for relevant qualification b. 6 marks for relevant experience (01 mark to be allotted for each completed year)
	7.	Junior Engineer	Graduate Degree (B.E./ B.Tech) in Civil Engineering	Minimum 3 years of experience in infrastructure/port projects	Total 5 marks a. 02 marks for relevant qualification b. 03 marks for relevant experience (01 mark to be allotted for each completed year.

**Note:** - Team members not meeting the above minimum required criteria won't be considered For evaluation

#### **1.4.2. Financial Evaluation:**

The lowest evaluated/ quoted Financial Proposal (Fm) is given the maximum

Financial score (Sf) of 100.

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

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

- **The weights given to the Technical (T) and Financial**

**(P)Proposals are: T=70%, and P=30%**

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

$$S = St \times T\% + Sf \times P\%.$$

<b>1.5</b>	<b>Period of the Assignment:</b> The duration of the assignment shall be 28 months from the date of issue of work order.
<b>1.6</b>	Bidder will enter into the Consultancy Agreement within 21 days from the date of issuance of Letter of Award (LoA)/ Pre-acceptance Letter.

**Note:**

- The Bidders shall submit the self-evaluation sheet **(Annexure-H)** as per above criteria. The Bidders' self- evaluation sheet is only for reference purpose and will not be part of evaluation of the Bidders.
- Period of experience shall be considered only after acquiring minimum qualification prescribed.



**ANNEXURE- D**

**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 Authorities, 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 Authorities of the port of [insert name of port], its successors and assigns) having agreed to release Performance Guarantee/ Security Deposit to \_\_\_\_\_ (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 Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ (hereinafter

Referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_

\_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

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

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under 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 up to \_\_\_\_\_; 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 DPA is requested to pay my / our dues to this Account for this Work/Supply order is concerned.

Signature of the  
Party With the seal

**ANNEXURE'E'****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	Team Leader						
2	Structural Engineer						
3	Financial Specialist						
4	Transportation Engineer						
5	Project Manager/Planning Engineer						
6	Senior Engineer						
7	Junior Engineer						

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

Date:.....

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

**CURRICULUMVITAE (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 Under taken 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 eatures: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

## 13. Certification:

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

\_\_\_\_\_  
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. Photo copies will not be considered for evaluation.*

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

**POWER OF ATTORNEY**

*(On a Stamp Paper of relevant value)*

Know all men by these presents, we,..... (name of Consultant and address

of the Registered office) do here by 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 (here in after referred to as the "Authorized Representative")

to do in our name and on our behalf, all such acts, deed sand 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 Technical Advisor for 'Construction of Road over Bridge (RoB) including Roads & allied facilities at Tuna-Tekra' from the empaneled list of IPA"**. 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 in to of the Agreement with DPA.

AND GENERALLY, to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for **"Appointment of Technical Advisor for 'Construction of Road over Bridge (RoB) including Roads & allied facilities at Tuna-Tekra' from the empaneled list of IPA"**.

And on our behalf to execute and do all instruments, acts, deeds, matter sand 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 here by conferred shall and shall always be deemed to have been done by us.

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

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

Witness:

- 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 here under on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

*However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

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

**ANNEXURE'H'**

**SELF EVALUATION SHEET AS PER EVALUATION CRITERIA**

<b>Qualifications and Experience of Key Personnel</b>				<b>Total Marks– 100</b>
Qualification & Experience of Team Members	Criteria/Sub-criteria	Max. Marks as Per RFP	Score claim of applicant firm	Cross-reference to applicant's proposal  And RFP with pageno.
Team Leader	Sr. no. 1 of sub clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	30		
Structural Engineer	Sr. no. 2 of sub clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	20		
Finance Specialist	Sr. no. 3 of sub clause no. 1.4.1 of <u>Annexure-C i.e., BidSummary Sheet</u>	10		
Transportation Engineer	Sr. no. 4 of sub  clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	10		
Project Manager/Planning Engineer	Sr. no. 5 of sub  clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	15		
Senior Engineer	Sr. no. 6 of sub clause no. 1.4.1 of <u>Annexure-C i.e., BidSummary Sheet</u>	10		
Junior Engineer	Sr. no. 7 of sub clause no. 1.4.1 of <u>Annexure-C i.e., BidSummary Sheet</u>	05		

**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. C-1/02/2023  
..... 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.

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.

a. 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.

b. 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.

c. 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.

d. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

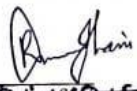
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from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

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the 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  
સાચી સમિતી (સાચી)  
સાચી સમિતી (સાચી)  
સાચી સમિતી (સાચી)  
સાચી સમિતી (સાચી)  
સાચી સમિતી (સાચી)

\_\_\_\_\_  
(For & on behalf of the Bidder/ Contractor)

(Office Seal)

Place : Gandhidham Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

Witness-1:  
(Name & Address) \_\_\_\_\_

Witness-2 :  
(Name & Address) \_\_\_\_\_

**ANNEXURE J**

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

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To (insert complete name and address of the Employer/ Purchaser) I/We. The undersigned, declare that:

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

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

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

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

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

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate)



**ANNEXURE K****Breakup amount of Key personnel**

[Location,

Date]To:

The Executive Engineer (C)

Deendayal Port Authority

(DPA),

Sub: - “Appointment of Technical Advisor for ‘Construction of Road over Bridge (RoB) including Roads & allied facilities at Tuna-Tekra’ from the empaneled list of IPA”.

Dear Sir,

We, the undersigned, offer to provide the “Appointment of Technical Advisor for ‘Construction of Road over Bridge (RoB) including Roads & allied facilities at Tuna-Tekra’ from the empaneled list of IPA” in accordance with your Request for Proposal dated <Date>.

Sr.no.	Description of item	Quantity	Unit	Rates in Rs. PerMonth	Amount in Rs.
		In no's	Man month		
A	B	C	D	E	C*D*E
1.	Project manager	1	24		
2.	Senior Engineer	1	24		
3.	Junior Engineer	2	24		

Note: - i) Quote is inclusive of all taxes and duties but exclusive of GST. GST shall be reimbursed on actual basis on production of documentary evidence of payment.

Thanking

You, Yours

Sincerely,

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

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

Name of Advisor: \_\_\_\_\_

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

