

DEENDAYAL PORT AUTHORITY



TENDER NOTICE No.: TF/SH/2024/01

**Hiring Consultancy Firm for Development of Agriculture and Food Sector Strategy and Action
Plan for Deendayal Port**

TECHNICAL BID

**Traffic Manager
Deendayal Port Authority
Shramdeep Building, 1st Floor
New Kandla – 370 210
Kutch District
Gujarat State
INDIA
trafficmanager@deendayalport.gov.in**

DEENDAYAL PORT AUTHORITY

ONLINE TENDERING (E- Tendering)

TENDER NO.TF/SH/2024/01

Name of Work: “Hiring Consultancy Firm for Development of Agriculture and Food Sector Strategy and Action Plan for Deendayal Port”

Tenders in E-tendering system are invited by Sr. Deputy Traffic Manager for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Last Date and time of online Submission of bid documents
Hiring Consultancy Firm for Development of Agriculture and Food Sector Strategy and Action Plan for Deendayal Port	Rs.5,900/- including GST	Rs. 5,87,00,000/-	Rs.5,87,000/-	05/04/2024 upto 13:00 Hrs.
Bidders have to make payments for Tender Fee only through Digital Mode. EMD payment as per clause no. 16, Section-I Information required to make for digital payment is given below: Account No. :- 2177002100004628 IFSC Code :- PUNB0217700 Punjab National Bank, Kandla Branch.				

Detailed tender notice along with complete tender documents can be downloaded from website <https://kpt.nprocure.com> from **07/03/2024 to 05/04/2024 @ 12:00 hrs.** Tender Notice is also available on <https://kpt.nprocure.com> , <http://deendayalport.gov.in> and <http://eprocure.gov.in> The pre bid meeting will be held on **18/03/2024** at 14:00 Hours. Technical Bid will be opened on **05/04/2024 @ 14:00 Hrs.** Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact Assistant Traffic Manager (G), Shramdeep Building, First Floor, New Kandla- (Kutch). Phone **No.99742-29473** during working hours before the last date and time of submission of tender document.

Traffic Manager,

Deendayal Port Authority

Notice Inviting Online Tender

Department Name	:	Traffic Department				
Circle/ Division	:	Shipping Section, Shramdeep Building, New Kandla-(Kutch) - 370210.				
Tender Notice No.	:	TF/SH/2024/01				
Name of Work	:	Hiring Consultancy Firm for Development of Agriculture and Food Sector Strategy and Action Plan for Deendayal Port.				
Estimated Contract Value (INRs)	:	Rs.5,87,00,000/-				
Period of Completion (in Months)	:	120 Days				
Bidding Type	:	Open Tender				
Bid Call (Nos.)	:	One				
Tender Currency Type	:	Single				
Tender Currency Settings	:	Indian Rupee (INR)				
Qualifying Criteria	<div><div><div><div>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least Rs.5.87 Crores.</div><div>2. The bidder should be registered consultant as below:</div></div><table><thead><tr><th>Conditions of Eligibility</th><th>Documents in support of Eligibility Criteria</th></tr></thead><tbody><tr><td>The bidder should be an organization registered under the Indian Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932/ a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008, Proprietorship firm having GST Certificate and operational in India.</td><td><div>a. Certificate of incorporation or Partnership deed or firm registration or Proprietorship firm registration with GST Certificate.</div><div>b. GSTN copy</div><div>c. Copy of PAN</div></td></tr></tbody></table><div><div>3. Eligibility Criteria: Please refer clause no. 4.2 of Section-I</div><div>4. Integrity Pact document duly signed by the DPA officer need to be submitted in Preliminary bid stage duly scanned, stamped, signed and dated by the contractor along with both witness name , address and signature as</div></div></div></div>		Conditions of Eligibility	Documents in support of Eligibility Criteria	The bidder should be an organization registered under the Indian Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932/ a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008, Proprietorship firm having GST Certificate and operational in India.	<div>a. Certificate of incorporation or Partnership deed or firm registration or Proprietorship firm registration with GST Certificate.</div> <div>b. GSTN copy</div> <div>c. Copy of PAN</div>
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		per format available in the tender document failing which bid submitted by the bidder will be considered non-responsive. However, in case of any technical glitch due to which if any potential bidder is unable to the IP Agreement, then he/she shall submit the hard copy of duly filled, signed IP agreement, to the department concerned DPA within a period of 07 days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified.
Joint Venture	:	Not Applicable
Rebate	:	Applicable
Bid Document Fee :	:	Rs.5,900/- including GST Bidders have to make payments for Tender Fee only through Digital Mode. Information required to make for digital payment is given below:- Account No. :- 2177002100004628 IFSC Code :- PUNB0217700 Punjab National Bank, Kandla Branch.
Bid Document Fee Payable To:	:	Bidders have to make payments for Tender Fee only through Digital Mode. Information required to make for digital payment is given below:- Account No. :- 2177002100004628 IFSC Code :- PUNB0217700 Punjab National Bank, Kandla Branch.
Bid Security/ EMD (INR) :	:	Rs.5,87,000/- (payable in the form of Bank Guarantee from any Nationalized/Scheduled Bank (Except Co-operative Bank) only having branch at Gandhidham).
Date & time of Pre-Bid meeting	:	On 18/03/2024 at 14:00 Hours Meeting will be held in the chamber of Traffic Manager, Deendayal Port Authority, Shradeep Building, 1 st Floor, Deendayal Port Authority, New Kandla – 370 210. Phone: 99742-29473.
Last Date for receiving pre-bid queries for the Pre-Bid meeting through email	:	On 16/03/2024 at 18:00 Hours Email tmshippingkpt@deendalayport.gov.in
Bid Document Downloading Start Date	:	On 07/03/2024
Bid Document Downloading End Date	:	On 05/04/2024 at 12:00 Hours

Last Date & Time for Online submission of bids	:	On 05/04/2024 at 13:00 Hours
Bid Validity Period	:	120 days
Condition	:	Integrity Pact, proof of payment of Tender fee & EMD shall be submitted while uploading the bid. This submission shall mean that Integrity Pact, EMD & Tender Fee are received. Accordingly offer of only those shall be opened whose Integrity Pact, EMD & Tender Fee is received. 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 Traffic Manager, Traffic Department, Shramdeep Building, Ground Floor, New Kandla within 7 days from the date of opening.
Remarks	:	Submission of E.M.D. Tender Fee and other Documents during office hours: upto 05/04/2024 by R.P.A.D /Speed post or in person in the Office of the Traffic Manager, Traffic Department, Shramdeep Building, First Floor, New Kandla-370210, Kutch District, Gujarat State , INDIA, Telephone : <u>99742-29473</u> .
Bid Opening Date	:	Technical Bid will be opened on 05/04/2024 @ 14:00 Hours. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.
Documents required to be submitted by scanning through online	:	<p>a. Documents' in support of fulfilling qualifying criteria as indicated above.</p> <p>b. EMD in form of BG.</p> <p>c. Tender fee in form of Digital Mode.</p> <p>d. Integrity pact agreement</p> <p>e. As indicated in clause 3.</p>
Officer- Inviting Bids	:	Traffic Manager, Shipping Section, Shramdeep Building, New Kandla, Kutch - 370210.
Bid Opening Authority	:	Traffic Manager
Address	:	Traffic Manager, Shipping Section, Shramdeep Building, New Kandla, Kutch - 370210.
Contact Details	:	<u>99742-29473</u>

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

(n) code Solutions-A division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054

(Gujarat)

Contact Details:

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

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

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

<u>Section</u>	<u>Description</u>	<u>From Page Nos.</u>
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SECTION – I
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. Scope of Bid

1. Deendayal Port Authority (hereinafter referred to as the employer) intends to receive bids from the interested eligible bidders for the work as mentioned in the Tender Call Notice. All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.

- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

- 2.1 The employer has arranged the funds from the internal resources and will have sufficient funds in Indian Currency for execution of the work.

3. Eligible Bidders

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender.

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

- 3.2 All bidders shall fill the forms provided in Section – IV- Part – I “To be submitted by Bidders with their Bids”.

- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.

- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4.0 Eligibility Criteria:

The Tenderers shall fulfill the following Pre – Qualification Criteria;

- 4.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

- 4.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

(A) Eligible bidders: The bidder should be an organization registered under the Indian Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932/ a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008, Proprietorship firm having GST Certificate and operational in India for the last 10 years from the date of issue of the RFP.

(B) Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in clause no. 10 of Section III.

(C) The bidders shall scan and forward the following information and documents with their bid (for record purpose):

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.

- b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
- c. Duly filled Forms mentioned in Section – IV – Part-1 - Forms 1 to 10.
- d. PAN, Registration with GST, Provident Fund Authorities.
- e. Bidders have to deposit EMD only through BG.
- f. Bidders have to deposit Tender Fees only through Digital Mode.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. A certificate by the bidder that they have not been banned/ black listed by any govt. Agency.
- i. Power of attorney (dully accompanied by resolution of Board in case of company).
- j. Qualifications and experience of key site management and technical personnel proposed for the contract.
- k. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- l. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- m. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

NOTE: All photocopies should be duly notarized for Form-9 (CVs).

(D) CRITERIA FOR EVALUATION

Evaluation of technical proposals

In the first stage, preliminary bids consisting of tender fee and bid security will be opened and evaluated. In the second stage, the Technical Proposal will be evaluated on the basis of the qualification & experience of Key personnel. Only those applicants whose Technical Proposals Score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their Technical Score (TS).

(E) Evaluation Method

The bidder who has been successfully qualified in the Technical Bid evaluation process (based on the technical bid evaluation) by scoring a minimum technical score of 70 marks out of 100 marks will be considered for the financial bid opening and evaluation. If the number of shortlisted bidder is less than three, the authority, at its sole discretion, may consider the all bidders whose technical score is 60 and above for further evaluation.

Quality and Cost Based Selection (QCBS):

Total Marks = (Technical Score) x 70% + (Financial score) x 30%.

The bidder scoring highest Total Marks shall be awarded the assignment and termed as “successful/ preferred bidder”.

(F) Financial evaluation:

The lowest evaluated Finance Proposal (Fm) is given maximum financial score (FS) of 100.

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

$FS = 100 \times F_m / F$, in which “FS” 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) proposal 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 Proposals, P=the weight given to the Financial Proposals; T+P=1) as following $S = TS \times T\% + FS \times P\%$

(G) Technical Qualification Criteria:

Definition: “Eligible Projects” means Consultancy of any type of development of strategy towards supply chain / logistics / foreign trade development / policy development in the agriculture and allied domain. “Bidder Must have successfully completed at least three “Eligible Contracts” for “Eligible Projects” in the last 10 years preceding the date of submission of Proposal.”

(H) Technical Evaluation Criteria:

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

(H.1). The maximum marks to be given under each of the evaluation criteria are:

No.	Evaluation criteria	Marks
(i)	Specific experience* of the consultant/firm related to this assignment. Five (5) “Eligible Projects” during the last ten (10) years preceding the date of submission of Proposal (see section (G) Technical Qualification Criteria).	25 Marks
	5 eligible projects	25 Marks
	4 eligible projects	20 Marks
	3 eligible projects	15 marks
	Below 3	0 Marks

	Ongoing projects can be submitted with detail of progress supported by suitable documents and completed more than 90% and payments received will be considered for evaluation.	
(ii)	Qualification and competence of the proposed Key Personnel for the Assignment. (See Section (H.2))	50 marks
(iv)	Proposed technical approach and work plan in response to the TOR (a) Project appreciation (b) Quality of methodology proposed (c) Value proposition (d) Work Programme and Organisation of Staff	25 Marks
	Total Points	100 Marks

(H.2) Score Assigned to the Key Personnel

The total number of marks allocated for qualification and competence of the proposed Key Personnel is 50 marks, distributed among the Key Personnel, as detailed further:

Sr. No.	Position	Nos.	Required Qualification	Maximum Marks
1.	Strategy Expert (Team Leader)	1	<p>Master's degree in Management/Business Administration/Strategy/Civil Engineering/ Infrastructure Development with 15+ years of professional experience.</p> <p>• 03 Marks</p> <p>Should have relevant experience of working on port development/ Agri-infra development/Strategy Formulation/Vision development/Macroeconomic study for 5+ years.</p> <p>Maximum 5 marks (1 mark per project)</p>	08
2.	Infrastructure Strategy Expert	1	<p>Master's degree in Civil Engineering/ Infrastructure Development with 15+ years of professional experience.</p> <p>• 03 Marks</p> <p>Should have relevant experience of working on port development/ Agri-infra development projects for 5+ years.</p> <p>Maximum 5 marks (1 mark per project)</p>	08

3.	Infrastructure Expert	1	<p>Master's in Civil engineering/ Management/Infrastructure Development with Bachelor's in Civil Engineering and 15+ years of professional experience.</p> <ul style="list-style-type: none"> 03 Marks <p>Should have relevant experience of working on port development/ Agri-infra development projects for 5+ years.</p> <p>Maximum 4 marks (1 mark per project)</p>	07
4.	International Trade Expert	1	<p>Master's in Economics/ Commerce/ International Trade with 15+ years of professional experience.</p> <ul style="list-style-type: none"> 03 Marks <p>Should have relevant experience of working on Strategy Formulation/ Vision development/ Macroeconomic study/ Business environment study/ Industry or Sectoral analysis impacting international trade for 5+ years.</p> <p>Maximum 4 marks (1 mark per project)</p>	07
5.	Economist	1	<p>Master's degree in Management/ Finance/Economics/International trade with Bachelor's in Commerce/Economics and 15+ years of professional experience.</p> <ul style="list-style-type: none"> 02 Marks <p>Should have relevant experience of working on development finance/economic research/ innovative financing/port development/Agri-value chain financing/ Agri Infrastructure development projects for 5+ years.</p> <p>Maximum 02 mark (1 mark per project)</p>	04
6.	Master Planning Expert	1	<p>Master's degree in Architecture/Infrastructure Development/Planning with 15+ years of professional experience.</p> <ul style="list-style-type: none"> 02 Marks <p>Should have relevant experience of working on port development/ Agri-infra development projects for 5+ years.</p> <p>Maximum 02 mark (1 mark per project)</p>	04
7.	Agriculture Value	1	<p>Master's in Agriculture marketing/ Agribusiness management with 15+ years of professional</p>	04

	Chain/Food Park Expert		<p>experience.</p> <ul style="list-style-type: none"> 02 Marks <p>Should have relevant experience of working in Agri Value Chain development projects for 5+ years</p> <p>Maximum 02 mark (1 mark per project)</p>	
8.	Regulatory and Legal Expert	1	<p>Bachelor's degree in law with 10+ years of professional experience.</p> <ul style="list-style-type: none"> 02 Marks <p>Should have relevant experience of working in port development/Agri-infra development/Agri Value Chain/Food Technology Park projects of similar nature for 3+ years</p> <p>Maximum 02 mark (1 mark per project)</p>	04
9.	Food Technology Expert	1	<p>Master's degree in Food technology with 10+ years of professional experience</p> <ul style="list-style-type: none"> 02 Marks <p>Should have relevant experience of working in port development/Agri-infra development/ Agro-Food Processing Industry projects of similar nature for 3+ years</p> <p>Maximum 02 mark (1 mark per project)</p>	04
10.	Project Associates	<p>1</p> <p>1</p> <p>1</p>	<p>a. Food Technology – B. Tech (Food Tech.) with PGDBM/MBA in Agri-business.</p> <p>b. Agribusiness Transaction Cum Value Chain Operations – Graduate in Agriculture Sciences & PG in Agribusiness</p> <p>c. Finance Management – Graduate & PGDBM/MBA.</p>	--
11.	Data Analyst	2	Graduate degree in Commerce/ Management/ Economics/ Statistics/ Mathematics or equivalent with 1+ year of professional experience.	--
12.	Data Collection and Ground Survey Team	6	Graduate degree in any discipline with 1+ year of professional experience.	--

Note : Above staff requirement is minimum. Bidder should assess requirement of other support staff required for fulfillment of his obligations under this RFP.

Note: the CVs of the key personnel must be duly self-attested and Notarized to bear responsibility for the experience submitted.

(H.3) Proposed Approach, Methodology and Work Plan

The proposed approach, methodology and work plan shall be described as follows:

1. Understanding of ToR (not more than Two pages)

The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

2. Approach and Methodology (not more than ten pages)

The Bidder will submit its Approach and Methodology for carrying out this Assignment, outlining its approach toward achieving the Objectives laid down in the ToR. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Assignment.

3. Detailed Work Plan

The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this Assignment have been fully covered by its Proposal. In case the Bidder is a Joint Venture, it should specify how the expertise of each firm is proposed to be utilized for this Assignment. The various tasks to be undertaken by the team considering the proposed approach and methodology for accomplishing the scope of works shall be detailed.

- 4.3** Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
 - record of poor performance such as abandoning the works, non – completion of the contract.

5.0 One Bid per Bidder

- 5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposal with the Bidder's participation to be disqualified and forfeiture of EMD.

6.0 Joint Venture & Consortium Not Applicable

7.0 Cost of Bidding

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

8.0 Site Visit

- 8.1 The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for

preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

9.0 CONTENTS OF BID DOCUMENTS.

9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-19:

Bid reference no. TF/SH/2024/01

NIT : Invitation for bids

Section – I : Instruction to Bidder (ITB)

Section – II : General conditions of Contract (CC)

Section- III : Special conditions of the contract

Section – IV : Forms of bid

Section – V : Scope of work and technical specification

Section – VI : Bill of quantities

Section - VII : Drawings (-Deleted-)

9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.

9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. CLARIFICATION ON BID DOCUMENTS

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which is received earlier than **17/03/2024**. The clarifications shall be uploaded on Website of <https://kpt.nprocure.com> and www.deendayalport.gov.in

10.2 Pre-Bid meeting

10.2.1 The bidder or his official representative may attend pre-bid meeting to be **18/03/2024** held at 1400 hrs. in the Chamber of Traffic Manager, Deendayal Port Authority, 1st floor, Shramdeep Building, Kandla. 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 at the time of Pre-Bid Meeting. If any queries regarding tender documents, the list of queries may be sent on email to tmshippingkpt@deendayalport.gov.in by **17/03/2024 upto 1800 hours**.

10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.

10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com> and www.deendayalport.gov.in website without disclosing source of enquiry.

10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.

10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. LANGUAGE OF BID.

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- (i) Tender fee
- (ii) EMD
- (iii) Integrity Pact
- (iv) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial Bid:

Bill of quantities duly filled and digitally signed by bidder.

13. Bid Prices

13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

13.2 The prices shall be quoted inclusive of all Taxes, Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging etc. except GST and should remain firm till completion of work. The GST Liability is to be borne by the service provider and service receiver as per the provision of the GST rules issued from time to time.

14. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder Indian Rupees only.

15. Bid Validity

15.1 Bids shall remain valid for a period of **120** days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.

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

16. BID SECURITY (Earnest Money Deposit - EMD)

- a) Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs.50.00 lacs.
- b) The EMD up to Rs.5 lakhs be payable only through Digital Mode as per information given in NIT. EMD above Rs.5 lakhs be payable in the form of Bank Guarantee from any Nationalized/Scheduled Bank (Except Co-operative Bank) only having branch at Gandhidham for the entire amount. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stands disqualified.
- c) EMD of unsuccessful bidders other than H1 and H2 is refunded immediately after ranking of price bids. Earnest money of H2 is refunded immediately after entering in to agreement with H1 and acceptance of performance Guarantee from H1.
- d) EMD shall be refunded suo-motto without any application from the bidders.
- e) The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- f) The Bid security may be forfeited, if
 - i. The bidder withdraws the bid after bid opening during the period of bid validity.
 - ii. The Bidder does not accept the correction of the Bid price pursuant to any arithmetic error or
 - iii. The successful bidder fails within the specified time limit to
 - Sign the Agreement or
 - Furnish the required Performances security.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

D. Submission of Bids

20. SUBMISSION OF BIDS

Bidders are participated in the tender through n-procure <https://kpt.nprocure.com>

The accompaniments to the tender documents as described under Clause **4.2 of Section-I** shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently **so as to reach the office of Traffic Manager within seven days from the opening of tender.**

- 20.1 The envelopes shall be addressed to:
Traffic Manager,
Deendayal Port Authority,
1st Floor, Shramdeep Building,
Kandla -370 210
Kachchh - District
Gujarat State

(a) bear the following identification:

“Hiring Consultancy Firm for Development of Agriculture and Food Sector Strategy and Action Plan for Deendayal Port”.

Bid reference No. TF/SH/2024/01 and name and address of the bidder.

21. Deadline of Submission of the Bids

- 21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than **05/04/2024 at 1300 hrs.**
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the

one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.

21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com> 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.

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

22 Late Bids

After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.

23 Modification and Withdrawal of Bids

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

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

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

E. Bid Opening and Evaluation

24. BID OPENING

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

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

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

24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com> and www.deendayalport.gov.in

24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25 Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid
- (a) has been properly digitally signed,
 - (b) meets the eligibility criteria defined
 - (c) is accompanied by the required Bid security and tender fee;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by the bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27 Evaluation and comparison of bids

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Officer in Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

28. AWARD OF CONTRACT

(This clause is superseded by clause no. 17 of Section III)

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated bid subject to submission of agreement and performance security.

The employer, if so required, reserves the right to:

- a) split the work and award the work in favour of more than one firm,

- b) award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

29. Employer's Right to reject any or all the bids:

The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

30. Letter of Intent:

(This clause is superseded by clause no. 13 of Section III)

The Traffic Manager will issue the Letter of Intent (Form No.11) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement.

- (i) The Bidder whose Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile confirmed by registered letter. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") the contract amount, completion period of the work, etc will be mentioned in line with the tender conditions.
- (ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- (iii) The Agreement will be signed by successful Bidder within 14 days of issue of the notification of award (Letter of Acceptance). The agreement will incorporate all correspondence between the Employer and the successful bidder.

32. Contract Agreement:

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within **14 days** from the date of issue of Letter of Intent.

The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 8) for the due and proper fulfillment of the contract within **14 days** from the date of Letter of Intent.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Traffic Manager's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the date of issue of work order to commence the work.

(This clause is superseded by clause no.12 of Section III)

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

33. Performance Security

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.

Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Digital Transfer/FDR/Bank Guarantee from any Nationalised/Scheduled Bank (except Co-operative banks) having branch at Gandhidham within (21 days in case of domestics bid and within 28 days in case of global bids) 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 will be refunded within 14 days from the date of payment of final bill.

Balance SD to be refunded after issuing work completion certificate.

34. Issue of Work Order

(This clause is superseded by clause no. 11 of Section-III).

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.

35. Time Schedule

(This clause is superseded by clause no. 11 of Section III)

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within specified completion period.

36 Corrupt or Fraudulent Practices

36.1 The Employer requires that contractor has to observe the highest standard of ethics during the execution of this contract. In pursuance of policy, the Employer define the corrupt and fraudulent practice as under:

- (a) defines the following for the purpose of these provisions:
 - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

**Seal & Signature
of the contractor**

**Traffic Manager
Deendayal Port Authority**

SECTION – II
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **“Employer/Board/DPA”** means Board of Authority of Deendayal Port, a body corporate under the Major Port Authority Act.2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Traffic Manager or any other officers so nominated by the Board.
- b. **“Contractor/Consultant”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and duties to be paid to state or central Government.
- e. **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **“TRAFFIC MANAGER”** shall mean the Traffic Manager of Deendayal Port Authority.
- g. **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- j. The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Traffic Manager and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Traffic Manager and all other drawings supplied or furnished by the contractors or by the Traffic Manager in accordance with these contract conditions.
- k. **“Approved” or “Approval”** shall mean approval in writing.

1. **“Officer-in-charge/Nodal officer”** shall mean any officer authorized by Traffic Manager for purpose of this contract.

- m. **“Day”** means calendar days, **“months”** are calendar months

2.0 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.0 Change Orders:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Officer In-charge (OIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Officer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Change in Location
- f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the OIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the OIC taking into account the market rate and labour cost at the site for similar works and shall be final.
- g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4.0 Resolution of Dispute

- a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the

Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

b) Jurisdiction of Courts:

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

5.0 Force Majeure:

- 5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 5.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Officer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

6.0 Compliance with Statutes, Regulations:

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

7 Payment Terms:
(This clause is superseded by clause no. 3 of Section-III).

All payments shall be made in Indian rupees unless specifically mentioned.

Note:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:-

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank
- f. MICR code
- g. 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 is concerned.

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

8. Insurance:
(This clause has been superseded as per clause no. 1 of Section-III)

- 8.1 The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:

- a) loss of or damage to the works, plant and materials
- b) loss of or damage to equipment
- c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
- d) personal injury or death

- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to rectify the loss or damage incurred.

- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the DPA after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9.0 Time Extensions:

The Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension on merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within **30** days of occurrence of such delay, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension. (-Deleted-)

10 Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by it's vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

11 Liquidated Damages:

- 11.1 In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of **0.5%** of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract price.
- 11.2 the employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be **0.5%** of the contract value of the works for each week or part of the week subject to the ceiling of 10% of contract value.

- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD upto ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12.0 Variations:

12.1 Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12.2 Variation in Quantities of Schedule – B:

The overall as well as individual variations {in respect of Bill of Quantities (B)} shall be \pm 30% in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

13.0 Acceptance:

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

14.0 Taxes:

Goods & Service Tax:

The consultant shall quote the price exclusive of GST. The applicable GST shall be paid extra to the consultant after producing GST Invoice as per the certified Bill by the department. However, element of GST shall not consider for evaluation of bid.

"Contractor/service provider/supplier etc. has to ensure timely & proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input credit due to failure of part of the contractor/service provider/supplier etc., it will be a financial loss to DPA & therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

TDS ON GST

TDS provision under GST Acts, 2017 are in force from 01.10.2018 and accordingly TDS under GST Act will be deducted @ 2 % (1% CGST and 1 % SGST or 2 % IGST) from payment / credit give to contractor/ professional and other for work order / contract exceeding Rs.2,50,000/-.

Deduction of Income-Tax:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Tax:

The rates quoted by the contractor shall be deemed to be inclusive of the excise duty, sales tax and other taxes, duties etc. (except GST) which the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

15.0 Deduction:

- 15.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- 15.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Officer-In-charge (OIC) shall be conclusive.
- 15.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

16.0 Subcontracts:

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

17.0 Personal Protective Equipment: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

18.0 Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

19.0 Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Officer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the OIC.

20.0 Watch and ward:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

21.0 Termination:

21.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

21.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

21.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after notice of termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Officer-in-Charge in this regard shall be final and binding.

21.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

21.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

21.6 Fundamental breaches of contract include, but shall not be limited to the following :

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Officer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e) For the purpose of this paragraph: “corrupt practice” means the offering, giving receiving or soliciting of any thing of value to influence the action or public officials in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition”.
- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- g) Any material lying at site will not be removed without the prior written permission of Officer in Charge.

22.0 Arbitration Clause:

- (I) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein 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 whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter 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 matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

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 this 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 this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the 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 amount 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 Officer –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 Authority 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 Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding 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 a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues 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.

23.0 Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

24 Officer-in-Charge or his nominee's Decisions

Except where otherwise specifically stated, the Officer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

25 Delegation

The Officer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

26 Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

27 Personnel:

27.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Officer-in-Charge. The Officer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

27.2 If the Officer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

(Clause No. 27.3 of this section has been added at Clause no. 9 of Section-III)

28 Employer's Obligation

(Kindly read this clause with clause no.7 of Section III)

29 Queries about the Technical Data

The Officer-in-Charge or his nominee will clarify queries on the Technical Data.

30 Approval by the Officer-in-Charge or his nominee.

The Contractor shall submit the makes of material, equipments, specifications and drawings for proposed Work to the Officer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings.

The Officer -in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

All drawings prepared by the contractor for the work if any, are subject to prior approval by the Officer In Charge or his nominee before procurement/execution.

31 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

32 Access to the site

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

33 Instructions

The contractor shall carry out all instructions of the engineer or his nominee which comply with applicable laws where the site is located.

34 Safety

The Contractor shall be responsible for the safety of all activities on the Site.

35 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

36 Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

37 Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

38 Approvals:

The Officer -in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Officer -in-Charge for approval. Any corrections to be suggested by Officer -in-Charge in drawings, the days taken for rectification in drawings shall be on account of the Contractor.

39 No damage, hindrance or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

40 Indian Dock Safety Regulations:

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

41 Action where no Specifications are specified:

The work shall be carried out in all respects in accordance with the instructions and requirements of the Officer-in- Charge.

42 Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes(excluding GST), duties, fees, Cess etc. and all incidental charges.

**Seal & Signature
of the contractor**

**Traffic Manager
Deendayal Port Authority**

SECTION –III
SPECIAL CONDITIONS

(These special conditions will supersede the General Condition and ITB wherever applicable)

1. The manpower whenever required to be posted at Deendayal Port Authority, Kandla shall be insured under the Workmen Compensation Act.

It will be entirely the consultant's responsibility to take required steps to adequately safeguard the personnel and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The consultant shall follow all precautions as required for safety of workman by ILO regulations, etc.

No claim/compensation of whatsoever nature shall be entertained by the D.P.T for any loss of property or injury or loss of life during the occurrence of any accident to the consultant's staff/officials. Consultant is required to get insurance for his staff and property at own cost.

2. Timeline for the stages

Sr. No.	Activity/Milestone	Timeline
1.	Inception Report	T+05 days
2.	As-is Analysis	T+20 days
3.	Strategy Development Workshop	T+40 days
4.	Draft Strategy Document Submission	T+60 days
5.	Submission of Draft RFP for on boarding of Implementation Partner	T+80 days
6.	Stakeholder Consultation	T+90 days
7.	On boarding of Implementation Partner	T+105 days
8.	Final Strategy Along with Action Plan	T+120 days

In this regards, the scope of work of the appointed consultants is to Development of Agriculture and Food Sector Strategy and Action Plan for Deendayal Port. Timeline given as above should normally be adhered to. However, actual time taken by the consultant in completion of the entire assignment (excluding the time taken by DPA in approving the different activity) shall determine the delay in completion by the consultant accordingly L.D. provision should be invoked.

3. Payment terms

Sr. No.	Activity/Milestone	Timeline	Payment Release
1.	Inception Report	T+05 days	10%
2.	As-is Analysis	T+20 days	20%

3.	Strategy Development Workshop	T+40 days	15%
4.	Draft Strategy Document Submission	T+60 days	25%
5.	Submission of Draft RFP for on boarding of Implementation Partner	T+80 days	10%
6.	Stakeholder Consultation	T+90 days	10%
7.	On boarding of Implementation Partner	T+105 days	5%
8.	Final Strategy Along with Action Plan	T+120 days	5%

- 1) Proportionate payment as per Clause No.3 (Payment terms) of Section-III, as per rate quoted in schedule – “B” of Section-VI, will be made through RTGS only.
- 2) The payment of the work done will be made on satisfactory work, certified by Traffic Manager.
- 3) Income tax and TDS on GST will be deducted from each bill, at the applicable rates.

4. Goods & Service Tax : (As per clause No. 14 relating to GST of Section-II) :

The rates to be quoted should exclusive of GST. The contractor will be responsible for any monetary or non monetary consequences on account of non remittance of GST to central government.

Service provider is liable to pay GST and service receiver is not under any obligation to collect documentary evidence from the service provider regarding payment of GST. Service provider shall be held liable for any monetary or non monetary consequences on account of non remittance of GST to Central Government. The port shall make payment for invoice value as per admissibility to service provider within 3 months from the date of invoice.

“Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/service provider/supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.”

For claiming GST, the contractor is required to raise a supplementary invoice. The supplementary invoice should have reference to original invoice and brief reason for raising supplementary invoice. The supplementary invoice shall have following information:

- a) Details of GST payable.
- b) Description of taxable service.
- c) Assessable value.
- d) GST Registration number of the contractor.
- e) Name and address of contractor.

GST element will not be considered for the purpose of evaluation of bid price.

5. The validity and release of Bank Guarantee submitted towards performance security.

The validity of the bank guarantee should be kept upto 21 days from the date of completion of the work. The bank guarantee should be having a claim period of 3 months from the date of expiry of the Bank Guarantee. The Bank Guarantee will be released within three months after completion of work.

6. Order Acceptance

The firm shall give unequivocal acceptance of the LOA within 7 days of receipt of the same.

7. OBLIGATION OF DPA

(Kindly read with clause no. 28 of Section-II)

- i) Site access to the consultant and its authorized representatives.
- ii) Supply of available data and information related to berth, existing and proposed infrastructure, type of cargo to be handled at DPA.
- (iii) Port quarters will be not be provided during the contract period.
- (iv) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (v) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Traffic Manager, the employer.

8. Liquidated damages: As per clause No.11 of Section-II

9. Minimum Requirement of key personnel

(This is an addendum as clause no.27.1 in Section-II)

S.No.	Position	Nos.	Required Qualification & Experience
1.	Strategy Expert (Team Leader)	1	Master's degree in Management/Business Administration/Strategy/Civil Engineering/ Infrastructure Development with 15+ years of professional experience. Should have relevant experience of working on port development/ Agri-infra development/Strategy Formulation/Vison development/Macroeconomic study for 5+ years.
2.	Infrastructure Strategy Expert	1	Master's degree in Civil Engineering/ Infrastructure Development with 15+ years of professional experience. Should have relevant experience of working on port development/ Agri-infra development projects for 5+ years.
3.	Infrastructure Expert	1	Master's in Civil engineering/ Management/Infrastructure Development with Bachelor's in Civil Engineering and 15+ years of professional experience. Should have relevant experience of working on port

			development/ Agri-infra development projects for 5+ years.
4.	International Trade Expert	1	<p>Master's in Economics/ Commerce/ International Trade with 15+ years of professional experience.</p> <p>Should have relevant experience of working on Strategy Formulation/ Vision development/ Macroeconomic study/ Business environment study/ Industry or Sectoral analysis impacting international trade for 5+ years.</p>
5.	Economist	1	<p>Master's degree in Management/ Finance/Economics/International trade with Bachelor's in Commerce/Economics and 15+ years of professional experience.</p> <p>Should have relevant experience of working on development finance/economic research/ innovative financing/port development/Agri-value chain financing/ Agri Infrastructure development projects for 5+ years.</p>
6.	Master Planning Expert	1	<p>Master's degree in Architecture/Infrastructure Development/Planning with 15+ years of professional experience.</p> <p>Should have relevant experience of working on port development/ Agri-infra development projects for 5+ years.</p>
7.	Agriculture Value Chain/Food Park Expert	1	<p>Master's in Agriculture marketing/ Agribusiness management with 15+ years of professional experience.</p> <p>Should have relevant experience of working in Agri Value Chain development projects for 5+ years.</p>
8.	Regulatory and Legal Expert	1	<p>Bachelor's degree in law with 10+ years of professional experience.</p> <p>Should have relevant experience of working in port development/Agri-infra development/Agri Value Chain/Food Technology Park projects of similar nature for 3+ years.</p>
9.	Food Technology Expert	1	<p>Master's degree in Food technology with 10+ years of professional experience</p> <p>Should have relevant experience of working in port development/Agri-infra development/ Agro-Food Processing Industry projects of similar nature for 3+ years</p>
10.	Project Associates	1	d. Food Technology – B. Tech (Food Tech.) with PGDBM/MBA in Agri-business.
		1	e. Agribusiness Transaction Cum Value Chain Operations – Graduate in Agriculture Sciences & PG in Agribusiness

		1	f. Finance Management – Graduate & PGDBM/MBA.
11.	Data Analyst	2	Graduate degree in Commerce/ Management/ Economics/ Statistics/ Mathematics or equivalent with 1+ year of professional experience.
12.	Data Collection and Ground Survey Team	6	Graduate degree in any discipline with 1+ year of professional experience.

The personnel engaged in the project should be in line with the details given as per clause no. 4.2 (I) of Section I.

All deliverables, scheduled / defined in this tender, will compulsorily bear the signature of all the Key Personnel, failing which the same will not be acceptable. The Key Personnel shall attend all discussions, meetings, presentations etc. with the employer, as & when required upon prior intimation.

The firm will ensure continuation of same key personnel till completion of the consultancy. DPA will allow maximum two replacement in each category provided the new person is having similar or better qualification and experience. However, any replacement can be made only with the written approval of DPA.

10. Issue of work order

(The clause no. 34 of Section-I is replaced as under)

The work order will be issued on the submission and acceptance of the following:

Sr. No.	Description	Time period for submission
1	Duly signed agreement along with the required documents.	21 days from the date of receipt of LOA
2	Performance guarantee of appropriate value and format.	21 days from the date of receipt of LOA
3	Submission of the staff profile as per condition no. 10 of Section III	21 days from the date of receipt of LOA
4	Photo ID issued by the consultant in respect of the staff engaged by the contractor as per condition no.10 of Section III.	21 days from the date of receipt of LOA

11. Time Schedule:

(This clause is in supersession of clause no. 35 of Section-I)

The contract period will commence from the date of issue of Work Order. Time schedule for the consultancy will be 120 days.

12. (This clause is in supersession of clause no. 32.3 of Section-I)

The contract period will commence from the date of issue of Work Order.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-).
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/additions made in the agreement are to be initialed.

13. (This clause is in supersession of clause no. 30 of Section-I)

Letter of Acceptance:

The Traffic Manager will issue the Letter of Acceptance (Form No.11) intimating the successful bidder about the proposed pre-acceptance of tender.

- 14.** DPA also reserves the right to fore close the contract at any stage without payment of any compensation.

15. Conflict of Interest

- 1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

- 3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
 - (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

16. Liability of the Consultant

- (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds the total value of the Contract;
- (b) This limitation of liability shall not
- (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
 - (ii) be construed as providing the Consultant with any limitation or exclusion from

liability which is prohibited by the "Applicable Law"

17. Award of Contract:

(This clause is in supersession of clause no. 28 of Section-I)

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the having the highest combined score, i.e. Technical and Financial Proposal as per clause no. 4.2(F) & (G) of Section-I. In the event two or more proposals have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

18. Signing of Integrity pact

The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per format enclosed) and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

**Dr S K Sarkar, IAS (Retd.),
B-104, Nayantara Aptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
email: sksarkar1979@gmail.com**

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

The Procedure for signing Integrity Pact" is as follow:

- 1) The Employer / Authorized Person of Employer shall sign the IP in the presence of a witness from their side, who shall also affix his/her signature thereof and then the same IP shall be uploaded by them on n-procure portal;
- 2) The potential bidders shall download and print the IP Agreement Signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the Potential Bidder Shall upload the duly filled and signed IP Agreement on n-procure portal.
- 3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the duly filed, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder Shall be treated as disqualified

**Seal & Signature
of the contractor**

**Traffic Manager
Deendayal Port Authority**

SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

Sr. No. of form	NAME OF FORM/FORMAT
1	Specimen of Application
2	Financial capabilities of the applicant
3	Particulars of the key personnel
4	Proposed Methodology and work plan
5	Experience of key personnel
6	Eligible assignment of key personnel
7	Curriculum Vitae (CV of professional personnel)
8	Format of declaration
9	Letter of authority for submission of bid
10	Exceptions & Deviations

Part – II

To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
11	Letter of intent
12	Form of Agreement
13	Letter of authority from bank for all BGs
14	Format of Extensions (Part – I)
15	Format of Extension (Part-II)
16	Format of Bank Guarantee for Performance Guarantee / Security Deposit

Tendering Forms

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

The TRAFFIC MANAGER

Deendayal Port Authority

(Address _____)

Pin Code: _____

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

(a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide

(b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No.)**

(c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.

(d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.

(e) No Joint Venture / Joint Venture.

(f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.

(g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

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

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

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

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

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

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

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

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue
1.	2020-21	
2.	2021-22	
3.	2022-23	

Certificate from the Chartered Accountant

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of Authorised Signatory:

Designation: Name of the CA firm:

(Signature of the Authorised
Signatory of the Statutory Auditor)

Seal of the Firm

Seal and Signature of
Consultant

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No of assignments
					Name of Firm	Employed since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	

Particulars of Key Personnel

Note: Kindly ensure submission of supporting documents.

**Seal and Signature of
Consultant**

Proposed Methodology and Work Plan

PROPOSED APPROACH, METHODOLOGY AND WORK PLAN

The proposed approach, methodology and work plan shall be described as follows:

1. Understanding of ToR (not more than Two pages)

The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

2. Approach and Methodology (not more than ten pages)

The Bidder will submit its Approach and Methodology for carrying out this Assignment, outlining its approach toward achieving the Objectives laid down in the ToR. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Assignment.

3. Detailed Work Plan

The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this Assignment have been fully covered by its Proposal. In case the Bidder is a Joint Venture, it should specify how the expertise of each firm is proposed to be utilized for this Assignment. The various tasks to be undertaken by the team considering the proposed approach and methodology for accomplishing the scope of works shall be detailed.

**Seal and Signature of
Consultant**

Experience of Key Personnel

Name of Key Personnel:

Designation:

Sr. No	Name of Project	Estimate capital cost of project (in Rs.)	Name of firm for which key personnel worked	Designation of the key personnel on the project	Details of completion of project assignments	Man days spent

@ Use separate Form for each Key Personnel.

**Seal and Signature of
Consultant**

ELIGIBLE PROJECT EXPERIENCE OF KEY PERSONNEL

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

Notes: Use separate sheet for each Eligible Project. Attach a single page summary containing the brief particulars of each project.

**Seal and Signature of
Consultant**

Sl. No	Relevant Projects	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)

Note: The bidder need to submit the notarized copy of the work order and completion certificate from respective client for each project in support their claim

Notes:

- (a) Use separate sheet for each Eligible Contract..
- (b) The certification of project experience shall be issued by concerned agency or client. The Bidder should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.
- (c) Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Joint Venture; the details need to be provided for each Entities / Bidders
- (d) The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.
- (e) The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal.
- (f) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

Form -7

Curriculum Vitae (CV) of Professional Personnel

- 1 Proposed Position:
- 2 Name of Personnel:
- 3 Date of Birth:
- 4 Nationality:
- 5 Educational Qualifications:
- 6 Employment Record: (Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Project Name	Description of assignment performed
--------------	-------------------------------------

- 8 Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and name of the Professional)

Place.....

(Signature and name of the Authorized Signatory of the Applicant)

Notes: Use separate form for each Professional Personnel

Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

**Seal and Signature of
Consultant**

Form-8

FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

To. _____

(Project title)qualific

Ref: _____

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

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

Date: _____

Place: _____

Name of Applicant: _____

Represented by (Name & capacity)

Form-9

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID
(To be executed on Rs.300/- non Judicial Stamp Paper)

The

Dear Sir,

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

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

[Specimen Signature]

Yours faithfully,

Signature:

Name & Designation:

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

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

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

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

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

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

Form -11

LETTER OF ACCEPTANCE

(On the letter head paper of the Deendayal Port)

Date: _____

To: _____

(Name & address of contractor)

Dear Sir,

Sub: Tender No.

Title of Tender

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for supply of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of acceptance and valid up to 21 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (14) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

Authorized signatory
Name and title of signatory
Deendayal Port Authority

FORM OF AGREEMENT (FOR EXECUTION OF WORK)
--

This agreement made of this _____ day of _____ Two Thousand between the Board of Authorities of the Deendayal Port, a body corporate under Major Port Authority Act, 2021 having its registered office at Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and _____ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous of carrying out the work of _____ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of _____ and / or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

- 1) Rs. _____ paid in form of Digital Transfer/FDR/SDR towards EMD to be treated as Security Deposit.
- 2) Balance amount of Rs. _____ to be recovered from the work bills.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz. :
 - i) Notice inviting tender.
 - ii) Technical specifications.
 - iii) Special conditions of contract.
 - iv) Tender submitted by the Contractor.
 - v) The Board's "Drawing".
 - vi) The schedule items of work with quantities and rates.
 - vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
 - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
 - ix) Bank Guarantee for security deposit.
3. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Signature of Contractor

Witness

1. Name & Address _____
Seal

2. Name & Address _____
Seal

(Traffic Manager)

Deendayal Port Authority

Signed, sealed and delivered by Shri _____ on behalf of the Board
in presence of

1. _____

2. _____

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

Secretary
Deendayal Port Authority

Form-13

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
TRAFFIC MANAGER,
Port & Customs Building,
Deendayal Port Authority
New Kandla – 370 210
Gujarat (State)

Sub: Our Bank Guarantee No. _____ dated _____ for
Rs. _____ favoring yourselves issued on a/c of M/s. _____
(Name of contractor)

.....

Dear Sir,

We confirm having issued the above mentioned guarantee favouring yourselves, issued on account of M/s. _____ validity for expiry upto date _____ and claim expiry date upto _____. We also confirm 1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

Form-14

Form of application by the Contractor for seeking extension of time**Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
 - (a) 1st extension vide EE's No. Dated Month Days
 - (b) 2nd extension vide EE's No. Dated Month Days
 - (c) 3rd extension vide EE's No. Dated Month Days
 - (d) 4th extension vide EE's No. Dated Month Days
- Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached).
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - (a) Serial No.
 - (b) Nature of hindrance
 - (c) Date of Occurrence
 - (d) Period for which it is likely to last
 - (e) Period for which extension required for this particular hindrance
 - (f) Overlapping period if any, with reference to item.....
 - (g) Net extension applied for
 - (h) Remarks, if any.
- Total period on account of hindrance mentioned above.....
Month.....Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12
- Submitted to the Sub-Divisional Officer.....

Signature of Contractor**Dated:**

Form-15

APPLICATION FOR EXTENSION OF TIME

PART II

(To be filled in by the Sub-Divisional Office)

1. Date of receipt of application from Contractor for the work of..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No.....dated
3. Remarks of S.D.O.
(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Dated:

(To be filled in by the Dy. Traffic Manager)

1. Date of receipt in the Divisional Office.
2. Dy. Traffic Manager remarks regarding hindrances mentioned by the Contractor.
 - (1) Serial No.
 - (2) Nature of hindrance
 - (3) Date of occurrence
 - (4) Period for which hindrance is likely to last
 - (5) Extension of time applied for by the contractor
 - (6) Overlapping period, if any, giving reference to items which overlap.
 - (7) Net period for which extension is recommended
 - (8) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Dy. Traffic Manager's recommendations:
(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of DTM

Date

Dy. HOD recommendations

Signature of Sr.DTM

Date

HOD's recommendations/approval.

Signature of TRAFFIC MANAGER

Date

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

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

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority Act , 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to 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 Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank _____ Guarantee _____ for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____

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

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

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

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

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

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

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

(Name of the user department)

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

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

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

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

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

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

9. Notwithstanding anything contained herein:

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

(b) This Bank Guarantee shall be valid upto _____ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

SECTION- V

Scope of the Work & Terms of Reference

- i) Detailed assessment of global and national macro-economic developments, trends, projections and growth indicators for sectors and commodities relevant to the port's business operations.
- ii) Understand various commodities/categories of cargo handled by the port with study of existing hinterland and scope for extending that.
- iii) Assessment and analysis of the Impacts resulting from the recent announcement of IMEC for the port's business across various categories/commodities.
- iv) Designing a Vision and strategy to develop Deendayal Port as the Preferred/Terminal port for food products in Asia with a strong focus on automation (including bagged cargo loading automation, smart port technologies, IoT Block chain solutions etc.)
- v) Preparation and submission of draft RFP for on boarding of experienced Implementation Partner. The vendor may provide technical inputs to the detailed infrastructure plan including planning, design, construction, operation, and maintenance of the facilities. (These facilities may include supply chain infrastructure such as collection centres, primary and central processing centres, advanced cold chain infrastructure, and mechanized cargo handling facilities, flatted factory complexes, a self-sustaining industrial township, state-of-the-art research and development centres, modern food processing machinery, long-term and short-term storage solutions, infrastructure for container stuffing, empty container yard, etc.).
- vi) End to end bid process management for on boarding of Implementation Partner.
- vii) As-is assessment of existing infrastructure (including ground surveys), capacity assessment, volume of trade, existing operational models, SoPs etc.
- viii) Gap assessment of agriculture and food related infrastructure, regulatory, logistical support facilities, available at the port.
- ix) Identification of latest global best practices, automation technologies and infrastructure facilities for handling and other related port operations of agriculture and food commodities.
- x) Identify stakeholders and conduct interactions to discuss the strategy path.
- xi) Development of an Action Plan (10 years) for execution of Port Strategy. It may include developing SOPs/infrastructure development/execution of various services, Phase-wise strategy roll- out, pragmatic timeline for all major milestones.

**Seal & Signature
of the contractor**

**Traffic Manager
Deendayal Port Authority**

SECTION VI

Schedule – B

Sr. No.	Description	Qty.	Unit	Rate	Amount
1.	Hiring Consultancy Firm for Development of Agriculture and Food Sector Strategy and Action Plan for Deendayal Port	01	01		
	TOTAL PRICE				

Note: Rate should be quoted alongwith all taxes and duties except GST

**Seal & Signature
of the contractor**

**Traffic Manager
Deendayal Port Authority**

Section VII

Drawings

NIL

**Seal & Signature
the contractor**

**Traffic Manager
Deendayal Port Authority**

Format of Integrity Pact

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits

themselves to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request

the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

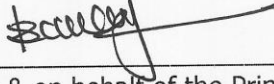
Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2 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, DPA.

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.

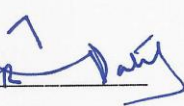
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



(For & on behalf of the Principal)

यातायात प्रबन्धक (प्र.)
दीनदयाल पोर्ट प्राधिकरण
(Office Seal)
Traffic Manager (I/C)
Deendayal Port Authority

Signature of Witness:
(Name & Address)

1) PATEL TUSHAR 

C-09, GOPALPURI COLONY, GANDHIDHAM

2) ASODA DIVYJEET 

D-38, GOPALPURI COLONY, GANDHIDHAM

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

Signature of Witness:
(Name & Address)

1) _____

2) _____

Place : Gandhidham

Date : 07/03/2024

"Note: The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr S K Sarkar, IAS (Retd.),
B-104, Nayantara Aptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
email: sksarkar1979@gmail.com

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