

DEENDAYAL PORT AUTHORITY



ISO 9001:2008 ISO 14001
ISPS compliant port



Office of the Executive Engineer (TD),
ANNEXE, Room No. 125,
Administrative Office,
Gandhidham – Kutch Pin – 370 201
E – Mail: tddivisionkpt@gmail.com

No :- TW/WK/7853/1692

Date: 15/04/2024
16

To,

Expression of Interest

Sub: - Consultancy services for Authority Engineer for supervision of Widening and Improvement of Existing 2/4 lane carriageway of KK-Road Connecting to NH-8A in the state of Gujarat on EPC.

Sir,

Deendayal Port Authority intends to appoint Authority Engineer for supervision of Widening and Improvement of Existing 2/4 lane carriageway of KK-Road Connecting to NH-8A in the state of Gujarat on EPC pertaining to Deendayal Port.

Kindly submit your Expression of interest along with budgetary-offer (attached **Annexure I**) for the subject work on the basis of Summary & Broad scope of work enclosed herewith.

The rates quoted must be inclusive of all taxes, duties for performing scope of work & exclusive of GST. The GST applicable shall be shown separately, which shall not be considered for evaluation purposes.

Your Expression of interest along with the budgetary offer for the above work should reach to the following address on or before 22/04/2024 @ 1600 hours.

Address:-

Office of the Executive Engineer (TD),
T.D. Division, Administrative Office Building,
Ground floor, Room No.105, Annexe,
P.O. Box No. 50, Gandhidham – Kachchh.
Email: tddivisionkpt@gmail.com

Thanking you,

Yours faithfully,

Executive Engineer (TD)
Deendayal Port Authority

DEENDAYAL PORT AUTHORITY

Deendayal Port Authority intends to appoint Authority Engineer for supervision of Widening and Improvement of Existing 2/4 lane carriageway of KK-Road Connecting to NH-8A in the state of Gujarat on EPC pertaining to Deendayal Port.

1.0) Background

Deendayal Port Authority (DPA) is one of the Major Ports under the Ministry of Shipping and is governed by the Major Ports Act and is responsible for providing shore reception facility to vessels calling DPA. Deendayal Port is situated on the West Coast of India, in the Gulf of Kutch and along the West Bank of Kandla Creek at 70⁰ 13" E longitude and 23⁰ 01" N Latitude. The Port was developed after Independence of India. It was commissioned in the year 1955 with 2 dry cargo berths and was declared a Major Port. The economic hinterland of the Major Port of Kandla comprises of Jammu and Kashmir, Himachal Pradesh, Punjab, Haryana, Delhi, Rajasthan and Western Port Uttar Pradesh, Madhya Pradesh and Gujarat. The Port is served by broad gauge railway. It is also connected with major cities of India by road through the National Highway No.8 A. With the Globalization of trade, the quantum of export/import of cargo in terms of tonnage being handled is rapidly growing. The Port therefore in need to addition to creating new facilities to improve the standards of the cargo handling and provide better facilities, comparable with the best in the world.

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

2.0) The Broad scope of Authority Engineer for supervision shall include but not limited to the following activities: -

1. Definitions and interpretation

- I. The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- II. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- III. The rules of interpretation stated in Article 1 of the Agreement shall apply, mutatis mutandis, to this TOR.

2. General

- I. The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- II. The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining:
 - a. any Time Extension;
 - b. any additional cost to be paid by the Authority to the Contractor;
 - c. the Termination Payment; or
 - d. issuance of Completion Certificate or

- e. Any other matter which is not specified in (a), (b), (c) or (d) above and which creates a financial liability on either Party.
- III. The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.
- IV. The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of Clause 18.2.
- V. The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.
- VI. In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

3. Construction Period

- I. During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor along with supporting data, including the geotechnical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant in accordance with the provisions of Clause 10.1 (vi). The Authority's Engineer shall complete such review and approval and send its observations to the Authority and the Contractor within 15 (fifteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- II. The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings.
- III. The Authority's Engineer shall review and approve the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor within a period of 21 (twenty one) days stating the modifications, if any, required thereto.
- IV. The Authority's Engineer shall complete the review and approve of the methodology proposed to be adopted by the Contractor of or executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
- V. The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project Highway for purposes of maintenance during the Construction Period in accordance with the provisions of Clause 10.4.
- VI. The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the Contractor within 7 (seven) days of receipt of such report.
- VII. The Authority's Engineer shall inspect the Construction Works and the Project Highway and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.
- VIII. The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- IX. For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this

Paragraph 4 (ix), the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORTH (the "Quality Control Manuals") or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.

- X. The Authority's Engineer shall test check at least 50 (fifty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.
- XI. The timing of tests referred to in Paragraph 4 (ix), and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.
- XII. In the event that results of any tests conducted under Clause 11.10 establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.
- XIII. The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project Highway, whether because of an accident, unforeseeable even to otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 shall apply.
- XIV. In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project Highway is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.
- XV. The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Clause 12.2.
- XVI. Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.
- XVII. In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and Users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- XVIII. The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-K and issue a Completion Certificate, as the case may be. For carrying out its functions under this Paragraph 4 (xviii) and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

4. Determination of costs and time

- I. The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- II. The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.
- III. The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Clause 18.5.

5. Payments

- I. The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provisions of Clause 10.2 (iv) (d).
- II. Authority's Engineer shall -
 - a. within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor pursuant to Clause 19.4, determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and
 - b. within 15 (fifteen) days of the receipt of the Stage Payment Statement referred to in Clause 19.4, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Clause 19.10.
- III. The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.
- IV. The Authority's Engineer shall certify final payment within 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16.

6. Other duties and functions

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

7. Miscellaneous

- I. A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.
 - II. The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
 - III. Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Highway as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Highway and set backlines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.
 - IV. The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.
 - V. The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.
- 3.0** Reputed firms/ consultant/ Govt Dept. can submit their Expression of Interest for the above subject assignment work in line with the Broad Scope of Work as mentioned above under **Para-2**.

4.0 The budgetary offer shall be submitted as under:

(Annexure I)

Providing Consultancy services for Authority Engineer for supervision of Widening and Improvement of Existing 2/4 lane carriageway of KK-Road Connecting to NH-8A in the state of Gujarat on EPC to DPA for the Discharging duties as per the tender documents. The Total time duration envisaged is **24 MONTHS** (Man-month in Construction period of 18 months + Maintenance/ Defect Liability period of 6 months).

Sr. No.	Description	No.	Unit	Rate (in Figures)
1	Team Leader-cum-Highway Engineer	01	Man month	
2	Structural-cum-Material Engineer	01	Man month	
3	Quantity Surveyor-cum-Safety Engineer	01	Man month	

NOTE: - The rate quoted shall include Expenditure towards one Computer Operator cum Accountant, one Office Messenger, conveyance for Vehicle arrangement for staff, office accommodation, furniture, other amenities, stationery, and all other expenditure etc. during this period.