



# DEENDAYAL PORT AUTHORITY

(An Autonomous body under the Ministry of Ports, Shipping and Waterways, Govt. of India)

## ENGINEERING DEPARTMENT



ISO 9001:2008 ISO 14001  
ISPS compliant port

### REQUEST FOR PROPOSAL (RFP)

For

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

Executive Engineer (TD)  
Town Development Division  
Administrative Office Building  
Gandhidham-370201  
Kutch-District (Gujarat)  
[Email:tddivisionkpt@gmail.com](mailto:tddivisionkpt@gmail.com)

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**REQUEST FOR PROPOSAL (RFP)****SECTION 1: INFORMATION TO THE CONSULTANTS**

**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.**

**GENERAL:-**

1. The Deendayal Port Authority (DPA) (the '**Employer**') invites proposals from eligible consultants for engaging 'Authority's Engineer' (AE) on the basis of International Competitive Bidding for the following contract package in the State of Gujarat.

**TABLE 1: DETAILS OF PROJECT**

<b>Project Name</b>	<b>Length in Km (approx.)</b>	<b>No of Years for completion of work</b>
<b>Widening and improvement of existing 2/4 lane carriageway of KK Road connecting to NH-8A in the state of Gujarat on EPC Mode</b>	<b>9 Km</b>	<b>24 Months (Construction Period of 18 months + 06 Months during Maintenance Period)</b>

2. Selection of AE shall be as per selection procedures given in the Agreement for Engineering, Procurement and Construction. The selected AE shall be intimated to the Contractor.
3. The proposal shall be submitted in English Language and all correspondence would be in the same language.
4. The Deendayal Port Authority *intends to appoint a Consultant to act as an 'Authority's Engineer' for implementation of this EPC project.* As per the Terms and Conditions of the EPC Agreement (s), the Authority's Engineer shall perform all the duties as per TOR given in this RFP along with any amendment thereof. The selection of Authority's Engineer shall follow the laid down procedures given in the Contract Agreement signed between Employer and Contractor.
5. The interested consultancy firms may download the RFP document from the official website of the Employer w.e.f. **28/10/2024** to **28/11/2024** upto 1600 hrs on <https://tender.nprocure.com>. The Consultant who download the RFP document from the website will be required to pay the non- refundable fee of ₹5000.00 (+) 18% GST = ₹5900.00 **(In Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No.- 10080100022427 IFSC code - BARB0GANKUT)** in favor of the FA&CAO, Deendayal Port Authority payable at Gandhidham. The RFP will be invited through DPA e-tendering portal. Refer Procedure under e-tendering for submission of RFP

through e-tendering.

**6. BID SECURITY(EMD)**

- 6.1 The Applicant shall furnish as part of its Proposal, a bid security of ₹1,63,911.00 (In **Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No.-10080100022427 IFSC code - BARB0GANKUT**) in favor of the FA&CAO, Deendayal Port Authority payable at Gandhidham. (the "Bid Security"). The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity. Or
  - b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
  - c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
  - d) If the Successful Bidder fails to furnish the Performance Security within the stipulated time.
- 6.2 Bid Security of unsuccessful bidders other than H-1 and H-2 will be refunded immediately after Evaluation of the Financial Proposal and declaration of H-1 and H-2 bidders. (H-1 means the Bidder who has scored highest combined Technical & Financial score as per the Evaluation Criteria mentioned in the RFP document).
- 6.3 Bid Security of H-2 is refunded immediately after entering into agreement with H-1 bidder and acceptance of performance Guarantee from H-1.
- 6.4 Bid Security is refunded suo-motto without any application from the bidders.
- 6.5 The bid security of the successful bidder (H-1) will be discharged after he has signed the Agreement and furnished the required Performance security.
- 6.6 The proposal should be submitted by consultancy firms as under:  
The "**Bidding Process**" for selection of the Bidder for award of the Project. Under this process, the bid shall be evaluated under three parts as under:

**1<sup>st</sup> Part (Preliminary Bid):** In this part, the qualification of the Bidder will be first examined based on Tender Fees, Bid Security (EMD) or Bid Securing Declaration and Integrity Pact.

Tender Fees, Bid Security (EMD) or Bid Security Declaration and Integrity Pact document need to be submitted ONLINE in Preliminary bid stage failing which the bid will be considered **non-responsive**. The pre-contract Integrity Pact (as per Appendix-B-9) document should be duly scanned, stamped, signed and dated. The bid/tender shall also be accompanied by Integrity Pact Agreement duly signed by DPA authority along with witness which needs to be signed by the bidder along with witness as per format available in the RFP document. However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit

the hard copy duly filled, signed IP Agreement to the XEN (TD), AO Building, Annexe, Gandhidham within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.

“In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed ‘Bid Securing Declaration’ as per format provided in the tender document (**Appendix L**), failing which the bid shall be considered non-responsive”.

NIC codes regarding related activity are mentioned below:

Level	Description
Section N	ADMINISTRATIVE AND SUPPORT SERVICE ACTIVITIES
Division 78	Employment activities
Group 782	Temporary employment agency activities
Section M	PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES
Division 71	Architectural and engineering activities and related technical consultancy
Group 711	Architectural and engineering activities and related technical consultancy

**2nd Part (Technical Bid):** The Technical Bid shall be opened of only those Bidders whose Bids are responsive in Preliminary Bid. In 2<sup>nd</sup> part, Eligibility and qualification of the Bidder will be first examined based on the details submitted under second part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Joint Venture, if applicable).

**3rd Part (Financial Bid):** The Financial Bid shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

For a given EPC Project, 2<sup>nd</sup> Part of the Evaluation shall consider the evaluation of the Technical Proposal. The firms scoring the qualifying marks (minimum 75%) as mentioned in RFP shall only be considered for further evaluation. Under 3<sup>rd</sup> Part, the financial proposal of such firms as selected above shall be opened and evaluated. Proposals will finally be ranked according to their combined technical and financial

scores as specified in clause 5 of Section 2. The first ranked Applicant shall be selected **for negotiation** (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve.

7. The total time period for the assignment as Authority’s Engineer will be for 24 Months Construction Period of 18 months + 06 Months for Maintenance Period.
- ~~8. Consultants may apply either as a sole firm or forming a Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. 1 Lead member + 1 JV partner). Formulation of more than one JV/association with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non responsive. If the consultant submits bids as sole applicant and also in JV/Association with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.~~
- ~~9. The Applicant whether a sole applicant or a lead member with joint venture(s) may include an Associate company also. Firm’s Credential of associate Firm shall not be considered for evaluation. The applicant shall submit a Memorandum of Understanding (MOU) with the Associate regarding the role and responsibilities of the Associate Company along with the proposal. Maximum numbers of key personnel of the associate firm during the RFP Proposal and implementation of contract is limited to 3.~~
10. Consulting firms meeting the following criteria are only eligible for applying for this assignment. Firms not meeting these criteria, need not apply.

**A) Eligibility criteria for sole applicant firm.**

Sr. No.	Experience of the firm in <b>last 7 years</b>		Annual Turnover
	Preparation/review of DPR (NH / SH / Equivalent)	Project Supervision/IC (NH/SH/Equivalent)	
1 (a)	The firm should have minimum experience of preparation/review of Detailed Project Report/ Feasibility Study cum Preliminary Design Report of 4/6-laning/Bridge project of aggregate length equal to 2 times or more of the Project for which RFP is invited	The firm should have minimum experience of Project Supervision / Independent Engineer / Authority’s Engineer of 4/6** laning/Bridge project of aggregate length equal to 3 times or more of the Project for which RFP is invited.	Annual turnover (updated average of last 3 years) of the firm from consultancy business should be equal to or more than <b>Rs. 1,47,69,000/- (i.e. 2% of Estimated EPC Project Cost)</b>

1 (b)	-	Firm should also have experience of Project Supervision /Independent Engineer/ Authority' Engineer of at least one project of of 4/6 laning of length equal to project length.	-
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~~\*\*4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. Experience of 2 lane will not be considered for 4/6 laning projects. For standalone bridge projects, experience in bridge work (either standalone project or as a part of road project) only be considered.~~

~~B) Eligibility Criteria for partners in case of JV (not more than 1 JV partner shall be allowed) shall be as under:~~

~~The lead partner must fulfill at least 60% of requirements at 1(a) of table in para (A) above and other JV partner should fulfill at least 30% of eligibility criteria as indicated at 1(a) of table in para (A) above. Also the lead partner and JV partner jointly should meet the eligibility criteria as mentioned at 1(a) of table in para (A) above. Lead partner should meet the criteria 1 (b) of table in para (A) above.~~

~~**Note:** The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share\*\*\*. However if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association.~~

~~\*\*\* For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60% for lead partner and 40% for minor partner. Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents, no weightage of turnover/experience will be considered.~~

11. Following enhancement factor will be used for the cost of services provided and for the turnover from consultancy business to a common base value for works completed in India:

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying factor	1	0.99	1.09	1.23	1.24	1.26	1.32



Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above mentioned factors.

In case the financial figures and values of services provided are in foreign currency, the above enhancement factors will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian Rupees.

12. ~~The Bidder including individual or any of its Joint Venture Member should~~, in the last 2 years, have neither failed to perform for the consultancy services pertaining to Expressways, National Highways, ISC (Inter State Connectivity) & EI (Economic Importance) works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled or terminated by Ministry of Ports, Shipping & Waterways/Deendayal Port Authority or its implementing agencies for breach by such Bidder including individual or any of its Joint Venture Member. Consultants (sole firm ~~or lead firm and any of the JV partners~~) who do not fulfil the aforesaid condition as on last date of submission of proposal, need not apply as their RFP proposal will not be entertained.
13. Employer will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, Employer shall not be responsible for any delay in receiving the proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
14. The Proposal (Technical proposal and Financial proposal) must be submitted on-line with all pages numbered serially, along with an index of submission as per procedure under e-tendering. The technical proposal is also required to be submitted in a hard bound form exactly as per submission made online with all pages numbered serially along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will be not accepted. The Financial proposal is to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to; the Employer may reject the Proposal.
15. Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
16. The individual key personnel proposed in the bid by the consultants or any replacement thereof should undertake that they shall have no objection in uploading/hoisting of their credentials by Employer in public domain.
17. RFP submission (**Physical Submission**) must be received not later than 7 days from last date of bid in the manner specified in the RFP document at the address given below.

**Address of Employer:**

**Executive Engineer (TD),**



TD Division

Administrative Office Building

Room No – 103, Annexe, Post Box-50

Gandhidham-370201

Kutch District, Gujarat, India

Email: [tddivisionkpt@gmail.com](mailto:tddivisionkpt@gmail.com)

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**SECTION 2. LETTER OF INVITATION TO CONSULTANTS**

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**1.0 INTRODUCTION**

- 1.1 Bids are invited from consulting firms ~~either as a sole firm/ joint venture with other consultant~~ willing to act as 'Authority's Engineer (AE)' to submit a proposal for providing consulting services required for the assignment named in the attached Letter of Invitation.
- 1.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
- 1.3 This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.
- 1.4 Please note that (i) the costs of preparing the proposal and negotiating for the contract including a visit to site, are not reimbursable as a direct cost of assignment and (ii) Employer is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5 Deleted
- 1.6 Deleted
- 1.7 The Consultant will not propose any personnel who had been engaged by the Contractor on the same project within last one year.
- 1.8 Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the Authority at any stage.
- 1.9 It is the Employer's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:
- (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (d) will have the right to require that a provision be included requiring consultants to permit the Employer to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Employer.
- 1.10 Consultants, ~~their JV partner, their Sub-Consultants,~~ and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.11 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.
- 1.12 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, , If any

consultant seeks any replacement(s), while extending the bid validity, then the same shall be evaluated for ascertaining suitability of replacement as per the provisions of the RFP and no remuneration shall be deducted for any such replacement(s). However, the technical evaluation shall take into account of the originally submitted CV(s) only irrespective of replacement sought.

## **2.0 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

- 2.1 The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all consultants who have purchased the RFP document. Clarification/amendment will also be hosted on Employer's website.
- 2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on Employer's website which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## **3.0 PREPARATION OF PROPOSAL**

- 3.1 You are requested to submit your proposal in three parts as under:

**1<sup>st</sup> Part (Preliminary Bid):** In this part, the qualification of the Bidder will be first examined based on Tender Fees, Bid Security (EMD) or Bid Securing Declaration and Integrity Pact.

Tender Fees, Bid Security (EMD) or Bid Security Declaration and Integrity Pact document need to be submitted ONLINE in Preliminary bid stage failing which the bid will be considered **non-responsive**. The pre-contract Integrity Pact (as per Appendix-B-9) document should be duly scanned, stamped, signed and dated. The bid/tender shall also be accompanied by Integrity Pact Agreement duly signed by DPA authority along with witness which needs to be signed by the bidder along with witness as per format available in the RFP document. However, in case of any technical glitch due to which if any potential bidder is unable to upload the Integrity Pact Agreement, then he/she shall submit the hard copy duly filled, signed IP Agreement to the XEN (TD), AO Building, Annexe, Gandhidham within a period of 07 (Seven) days and prior to opening of technical bid, failing which bid of potential bidder shall be treated as disqualified.

“In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises

indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (**Appendix L**), failing which the bid shall be considered non-responsive".

NIC codes regarding related activity are mentioned below:

Level	Description
Section N	ADMINISTRATIVE AND SUPPORT SERVICE ACTIVITIES
Division 78	Employment activities
Group 782	Temporary employment agency activities
Section M	PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES
Division 71	Architectural and engineering activities and related technical consultancy
Group 711	Architectural and engineering activities and related technical consultancy

**2<sup>nd</sup> Part (Technical Bid):** The Technical Bid shall be opened of only those Bidders whose Bids are responsive in Preliminary Bid. In 2<sup>nd</sup> part, Eligibility and qualification of the Bidder will be first examined based on the details submitted under second part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture, if applicable).

**3<sup>rd</sup> Part (Financial Bid):** The Financial Bid shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP.

### **Part-2 Technical Proposal**

- 3.2 You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the Technical proposal you may give particular attention to the following:
  - i. The man-months for the assignment shall be that stated in the Terms of Reference. The same shall be considered for the purpose of evaluation as well as award. In

case the man months of TOR are amended in view of Client's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.

- ii. The Consultants should prefer to field as many of their permanent staff as possible. The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued. Applicant shall submit the details of the period of employment of the proposed personnel with the firm.
  - iii. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
  - iv. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
  - v. For Key Personnel, the Consultants should prefer candidates having worked on EPC Projects. Such personnel shall be rated higher than the candidates having no such experience at all.
- 3.4 Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Section 3 & 4.
- i. A brief description of the firm's organisation and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature. The information which you shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement. The details of assignments on hand shall also be furnished.
  - ii. Proposed methodology for the execution of the services illustrated with bar charts of activities. The proposed methodology should be accompanied by the consultant's initial view, key challenges they foresee and potential solutions.
  - iii. Proposed Quality Audit Methodology including Quality Assurance Plan.
  - iv. The composition of the proposed staff team, the tasks which shall be assigned to each and their timing.
  - v. Requirement for submission of CVs.
    - a. CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/ Head

or the authorized representative of the firm.

- b. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position (Ref. Enclosure-B of TOR). In case, the information contained in the CV for the duration in which the key personnel was employed by the firm, proposing his candidature is found incorrect/fake/inflated at any stage, action including termination of the consultancy agreement and debarment of the firm upto 2 years from future projects of DPA shall be taken.
- c. If same CV is submitted by two or more firms, zero marks shall be given for such CV.
- d. Deleted.
- e. All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.
- f. If a CV scores less than 75% marks, whatever marks it score will be carried forward for maximum 2 nos key personnel for determining the total score of the firm. However, if the Key Personnel does not fulfill the minimum academic qualification (as mentioned at **Enclosure-B of TOR of RFP**), the overall score of his CV will be evaluated as zero. If the Key Personnel does not fulfill the minimum qualification related to experience (as mentioned at Enclosure-B of TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Personnel will be carried forward for maximum 2 nos key personnel for determining the total score of the firm. In case, a firm is H-1, then all such Key Personnel (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm before signing the contract. The reduction in remuneration of such replacements shall be at the rate of 10% for each replacement. In case more than 2 CV scores less than 75% marks, the proposal shall be considered **non-responsive**. In the event, the penalty is not paid by the Consultancy Firm; the same shall be recovered from encashment of performance security of the firm.  
In case, person permanently employed with the firm is to be replaced, Technical score of both the CVs shall be compared excluding the marks given for employment with firm. Replacement would be allowed when the technical score (excluding the marks given for employment with firm) of the new key person is equal or better than the existing key person's technical score excluding marks assigned for permanent employment with the firm. However, the remuneration of such replacement shall be reduced on proportionate basis in case the overall score of the replacement person is less than the overall score original person.



- vi. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed on quarterly basis.
- vii. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- viii. A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- ix. Detailed Evaluation criteria of the Firm and Key Personnel, which will be used for evaluation of Technical Bids. The consultants shall submit the self-evaluation duly filled in based on the Detailed Evaluation criteria mentioned therein. While submitting the self-evaluation, Consultant shall make reference to the documents along with page nos., which have been relied upon in his self-evaluation.

3.5 The technical proposal must not include any financial information.

### **Financial Proposal**

3.6 Your Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award.

3.7 The Financial Proposal should clearly identify as a separate amount, the taxes, duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

3.8 Consultants may express the price of their services in the Indian Rupees only.

### **3.9 GST REGISTRATION**

- While submitting tender, INCOME TAX, PAN, GST Registration has to be mentioned. The GST Registration No. should invariably be mentioned in the bid/tender/quotation, failing which the bid / tender / quotation will be considered as non - responsive and be liable for discharge.
- Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
- Information regarding income tax, Permanent account number (PAN), GST Registration number may be enclosed along with the documents.

- The contractor has to quote for the GST Registration No. invariably failing which bid will be liable to be rejected and discharged.
- It is mandatory to upload scanned copies of all documents including GST Registration, PAN etc. as stipulated in the bid documents. If such documents not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- Certificate of registration of valid GSTIN, PAN etc. and acknowledgement of up to date filed return if required.
- The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- TDS @ 2% on GST will be deducted at the time of payment of bill.
- Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR1 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 financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier.

#### **4.0 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

##### **4.1 PREPARATION & SUBMISSION OF APPLICATIONS:**

- i. Detailed RFP may be downloaded from E-tendering portal of Employer and the Application may be submitted online following the instructions appearing on the screen.
- ii. The following shall be the form of various documents in the Application:

##### **A. Only Electronic Form (to be uploaded on the E-tendering portal of Employer)**

- (a) Technical proposal as indicated in para 'B' below
- (b) Financial proposal as per format prescribed in SECTION-5 OF RFP.

##### **B. Technical proposal to be uploaded online at <https://tender.mrocure.com>**

##### **(I) Technical Proposal Form including:**

- (a) Earnest money Deposit (EMD) shall be paid ₹1,63,911.00 (In Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No.-10080100022427 IFSC code - BARB0GANKUT) in favor of the FA&CAO, Deendayal Port Authority payable at Gandhidham. EMD in any other form shall not be accepted. Micro and Small Enterprises shall be exempted from submission of EMD as indicated in the NIT conditions.
- (b) The EMD upto Rs. 5 Lakhs be payable by Digital transfer. EMD beyond Rs. 5 Lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized / Scheduled Bank (Except Co-Operative Banks) from having

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

- (c) In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of tender fee/ EMD. Such bidder shall upload in Preliminary proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Appendix L), failing which the bid shall be considered non-responsive. Such bidders shall upload the scanned copy of valid certificate in Preliminary bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD.
  - (d) Receipt of online Tender Fee of ₹5000.00 (+) 18% GST = ₹5900.00 (In Digital mode of Payment) to be remitted through online transfer in Bank of Baroda account no. 10080100022427 - Deendayal Port Authority - (IFSC code BARB0GANKUT). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website;
  - (e) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed
  - (f) Firm's credentials as per format prescribed in SECTION-3 OF RFP.
  - (g) Technical Proposal as per format prescribed in SECTION-4 OF RFP.
- iii. The Applicant shall submit the **original documents specified above** in point no.4.1 (ii) B together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Proposal" for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked **"DO NOT OPEN"**. In addition, the Application due date should be indicated on the right hand corner of the envelope. The original documents should be submitted before **11:30 hours Indian Standard Time on the Application due date i.e. on**
- iv. , at the below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person.

Address of Employer:

Executive Engineer (TD),  
TD Division  
Administrative Office Building  
Room No - 103, Annexe, Post Box-50  
Gandhidham-370201  
Kutch District, Gujarat, India  
Email: [tddivisionkpt@gmail.com](mailto:tddivisionkpt@gmail.com)

- v. The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. **4.1 (ii) A & B** above on the E-tendering portal of

Employer before ----- hours Indian Standard Time on the Application due date i.e. on 28/11/2024. Hard copy of the documents as specified in point nos. 4.1 (ii) B above only is required to be submitted. Financial Proposal is to be submitted On-line only and no hard submission is to be made. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.

**4.2 Modification / Substitution/ Withdrawal of bids:**

- (i) The Bidder may modify, substitute or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

**4.3 OPENING AND EVALUATION OF APPLICATIONS:**

- (i) Opening of Proposals will be done through online for Financial Proposal and both on- line and manually for Technical Proposal.
- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive. The Employer shall open online Technical Proposal received as mentioned in point nos. 4.1 (ii) A on the Application due date i.e. 28/11/2024 in the presence of the Applicants who choose to attend and evaluate the Applications in accordance with the provisions set out in the RFP.
- (iii) The Financial Proposal 4.1 (ii) A (b) will be opened of the short-listed applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

**5.0 PROPOSAL EVALUATION**

5.1 A three -stage procedure shall be adopted for evaluating the proposals.

5.2 **Preliminary Bid:** In this part, the qualification of the Bidder will be first examined based on Tender Fees, Bid Security (EMD) or Bid Securing Declaration and Integrity Pact.

**Technical Proposal**

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.

- 5.3 The Tender Committee constituted by the Employer shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (ST.) Only those Applicants whose **Technical proposal score 75 marks or more out of 100** shall qualify for further consideration. However, if the number of such pre-qualified applications is less than two, the Employer may, in its sole discretion, pre-qualify the applicant(s) whose technical score is less than **75 marks**.

**Financial Proposal**

- 5.4 After the evaluation of Technical Proposals is completed and the shortlist of firms is finalised, the Employer may notify those consultants whose proposals were not considered as per conditions of RFP.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- 5.6 The Tender Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- 5.7 The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F \quad (F = \text{amount of financial proposal})$$

- 5.8 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, The weightage of Technical and Financial Score shall be **80% & 20%** respectively. The final selection of the firm shall be based on the highest combined Score of Technical and Financial Proposal.

- 5.9 The selected Consultant shall be the first Ranked Applicant (H-1, having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be

invited for negotiation in case the first ranked Applicants withdraws or fails to comply the requirements specified in this document. In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

## **6.0 Replacement of Personnel**

- 6.1 Prior to the expiration period of validity of proposal, the Employer shall notify the successful firm who submitted the highest scoring proposal in writing by registered letter or facsimile and may either issue LOA. In case two or more firms obtain same score, the firm achieving the highest Technical score shall be considered for LOA.
- 6.2 The proposal shall include methodology (work plan), staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimize the required outputs from the firm within the available budget and to define clearly the inputs required from the DPA to ensure satisfactory implementation of the assignment.
- 6.3 It is the responsibility of the Consultant, before submitting the financial proposal, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the Contract will be finalized.
- 6.4 All replacements shall be governed by Clause 4.5 (Renewal and/or Replacements of Personnel) of General Condition of the Contract.

## **7.0 AWARD OF CONTRACT**

- 7.1 The Client shall award the Contract to the selected Consultant.
- 7.2 The successful firm with whom the contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

## **8.0 PERFORMANCE CLAUSE**

Selected Consultant shall be expected to fully comply with all the provisions of the Terms of Reference', and shall be fully responsible for supervising and ensuring that the Designs, Construction and Maintenance and Operation of the facility takes place in accordance with the provisions of the EPC Agreement. Failure of the Supervision Consultant to notifying DPA and the Contractor on non-compliance of the provisions of the EPC Agreement by the Contractor, non-adherence to the provision of ToR and non-adherence to the time Schedule prescribed under ToR shall amount to non performance. The Supervision Consultant shall appoint senior most technical director or equivalent as its authorized representative, who shall correspond with the DPA besides Team Leader to monitor its staff, undertake quarterly site inspections and give a report to DPA on such inspection for comments and suggestions of DPA for future compliance. No



separate payment shall be made for such inputs and site visits of the authorized representative as the same shall be treated as incidental to the assignment.

## **9.0 CONSULTANT'S PROPOSAL**

9.1. Broad job-description and minimum qualification and experience requirements for key personnel mentioned above are given in Enclosure-B. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience in EPC projects. The age of the Key Personnel should not be more than 45 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorized signatory for the Consultant. The key personnel shall also certify at the end of their biodata preformed that they have not left any of the DPA works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Supervision

Consultant, if the Project is awarded. In case the key personnel leaves the assignment without approval of DPA, DPA would be at liberty to take any appropriate action against that key personnel including debarment.

## **10.0 PERFORMANCE SECURITY**

10.1 Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as FDR or Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or Digital transfer 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 be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from the date of completion of Maintenance Period.

10.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 10.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security and/or the successful bidder may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification Failure of the Successful Bidder to comply with the requirement as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of EMD.

## **11.0 AUTHORISED SIGNATORIES**

The Authority shall require the Selected Consultant to designate and notify to the Authority and the Contractor up to 2 (two) persons employed in its firm to sign for and on behalf of the Selected Consultant, and any communication or document required to be signed by the Selected Consultant shall be valid and effective only if signed by any of the designated persons; provided that the Selected Consultant may, by notice in writing, substitute any of the designated persons by any of its employees.

## **12.0 The approved "Procedure for signing Integrity Pact" is as follow:**

- (1) The Employer / Authority Person of Employer shall sign the IP in the presence of 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 dully 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 dully filled, 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.

**DATA SHEET****(As Mentioned in Letter of Invitation to Consultants)****Sub clause No. in Letter of Invitation to Consultants**

~~1.1 Pre Proposal Conference shall be held at: Employer's office on ---/---/--- at 11:30 hrs.  
(Not applicable)~~

~~Venue for Pre Proposal Conference or Pre-Bid Meeting:~~

~~ADDRESS:~~

~~Old Board Room, Administrative office,  
Post Box No. 50,  
Deendayal Port Authority,  
Gandhidham Kutch- 370201  
Phone No. 02386 233192/220016~~

- 1.2 The tender for the work shall remain for acceptance for 120 days from the date of opening of preliminary bid.

~~2.1 Clarification may be requested 3 days prior to Pre Proposal Conference.~~

- 3.1 The Language of documents and correspondence will be English

- 3.2 All the personnel shall have working knowledge of English and all the reports etc shall be written in English.

- 3.3 Employer shall pay only GST tax. Consultant has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than GST tax) should not be provided separately. Consultants are requested to consult their Tax Consultants for details.

- 3.4 The Consultants to state all cost in Indian Rupee only.

4. The time and date of online submission: **16:00 Hrs on 28/11/2024** and physical submission: **11:30 Hrs on ---/---/---**

- 5.1 The points assigned to Technical Evaluation criteria are:

S. No.	Description	Marks
1.	Relevant experience for the assignment	40

2.	Qualifications and competence of the Key staff for the assignment	60
	<b>Total</b>	<b>100</b>

(i) Sub criteria for Relevant Experience of the firm for the assignment

Criteria	Marks
Average Annual Turnover (last 3 years) from consultancy business	10
Experience, in last 7 years, in Construction Supervision/ Independent Engineer/ Authority Engineer of at least one project of 4/6 laning of length equal to project length for which RFP invited.	10
Experience, in last 7 years, in Project Supervision / Independent Engineer / Authority's Engineer of 4/6 laning/Bridge projects of aggregate length equal to 3 times or more of the Project for which RFP is invited.	15
Experience, in last 7 years, in DPR Preparation/review/Feasibility Study cum Preliminary Design Report for Highway/Bridge projects of 4/6 laning of aggregate length equal to 2 times or more of the project length for which RFP invited.	5
<b>Total</b>	<b>40</b>

Note: a) Employer's certificate should be submitted substantiating the experience claimed by the firm.

b) Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of the completed works should also include those assignments which are substantially (90% of Contract value) completed. No Qualification/Experience etc. shall be considered without proof of experience.

(ii) Qualification and competence of following professional for the assignment shall be evaluated. The weightage for various key staff are as under:-

S. No.	Staff Position	Marks in case of Single Project
1	Team Leader-cum-Highway Engineer	30
2	Structural-cum-Material Engineer	15
3	Quantity Surveyor-cum-Safety Engineer	15
	<b>Total</b>	<b>60</b>

Sub criteria for qualification of key Personnel (i.e. Professional staff)

General qualifications	25
Adequacy for the project	70
Employment with firm	5

<b>Total</b>	<b>100</b>
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The technical proposal should score at least **75 marks to be considered responsive for financial evaluation.**

## 5.2 Sub Criteria for Employment with firm

### Mark for Employment with Firm

- (i) Permanent staff (those already employed with the firm prior to one year from the month during which this Tender Notice is issued) = 5 Marks
- (ii) Retainer/non-permanent staff = Zero Marks

## 5.3 Evaluation criteria, self-evaluation and declaration of result of Technical Evaluation on website:

- (i) Detailed evaluation criteria which is to be used for evaluation of technical bids is indicated below as Appendix-EC.
- (ii) The Consultant should carryout self-evaluation based on the evaluation criteria at Appendix-EC. While submitting the self-evaluation along with bid, Consultant shall make references to the documents which have been relied upon in his self-evaluation.

- 6. Commencement of Assignment:** The Letter of Acceptance(LoA) shall be issued on the finalization of the successful bidder. However, consultancy firm shall commence its services from the date specified in "Work Order" duly issued by the Authority.

## Appendix-EC

Evaluation Sub Criteria for Appointment of Authority Engineer  
(Minimum Eligibility criteria for applicant as per RFP document to be checked before carrying out detailed evaluation)

Evaluation Criteria for Assessment of Relevant Experience of the Firm.

(Refer para 5.1 of Data Sheet of RFP)

S.No.	Description	Max. Marks	Reference/ Details of projects Claimed for self assessment	Marks self assessed by the bidder
1	Average Annual Turnover (last 3 years) from consultancy business < 2% of Estimated Project Cost - 0 marks 2% of Estimated Project Cost - 5 marks  Add for additional turnover 1 (ONE) marks for every 1% of Estimated Project Cost above 2% of Estimated Project Cost subject to maximum 5 marks.	10		
2	Experience, in last 7 years, in Construction Supervision/ Independent Engineer/ Authority Engineer of at least one project of 4/6 laning of length equal to project length for which RFP invited.  1 project - 7 marks  Add 1(one) mark extra for each additional completed project subject to maximum 3 marks.	10		
3	Experience, in last 7 years, in Project Supervision / Independent Engineer / Authority's Engineer of 4/6 laning/Bridge project of aggregate length equal to <b>3 times</b> or more of the Project for which RFP is invited.	15		
4	Experience, in last 7 years, in DPR Preparation/review/Feasibility Study cum Preliminary Design Report for Highway/Bridge projects of 4/6 laning of aggregate length equal to <b>2 times</b> or more of the project length for which RFP invited.	5		

Note 1: ~~In case of JV the turnover and experience details of Lead and JV partners to be added. Credential of Associate firm not to be considered for evaluation except key personnel.~~

Note 2: Employer's certificate should be submitted substantiating the experience claimed by the firm.

**\*\***4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. Experience of 2 lane will NOT be considered for 4/6 laning projects. For standalone bridge projects, experience in bridge work (either standalone project or as a part of road project) only be considered.

#### **Evaluation Criteria for assessment of Key Staff for the Assignment.**

(Refer Para 5.1 of Data Sheet of RFP)

**1. Team Leader-cum-Highway Engineer (Maximum age limit 45 years on Bid date)**

S. No.	Description	Max. Points	Reference/ Details of projects Claimed for self assessment	Marks self assessed by the bidder
<b>1</b>	<b>General Qualification</b>	<b>25</b>		
	I) Graduate in Civil Engineering	23		
	II) Post Graduation in Highway Engineering	02		
<b>2</b>	<b>Adequacy for the Project</b>	<b>70</b>		
i)	<b>Professional Experience in Highway Projects:</b>			
a)	Total Professional Experience of 12 years in handling Bridge /Highway contracts  < 12 years -0 12 years -12 Add 1 mark extra for each additional year of experience subject to maximum 3 (Three) marks.	15		
b)	Experience as Team Leader/Resident Engineer/Project Manager or similar capacity in Highway/Bridge Projects of 4/6 laning. < 3 years - 0 3 years - 12 Add 1 mark extra for each additional year of experience subject to maximum 3 (Three) marks.	15		
ii)	Experience as Team Leader/Resident Engineer/ Project Manager or similar capacity in Construction supervision/ IE for Highway/Bridge Projects of 4/6 laning of length in aggregate equal to project length for which RFP is invited. 1 Projects - 15 Add 1 marks extra for each additional project subject to maximum 05 (five) marks	20		
iii)	Experience in supervision of Major/Minor bridge project or more excluding approaches. 1 project - 10 mark Add 2.5 marks for each subsequent project subject to maximum 5 marks	15		
iv)	Experience in Supervision of Highway/Bridge projects of 4/6 laning on EPC mode of length in aggregate equal to project length for which RFP is invited 1 Project -3 Add 1 mark for each additional project subject to maximum 2 marks.	5		
<b>3</b>	<b>Employment with the Firm</b> < 1 year -0 1 year or more -5	<b>5</b>		
	<b>Total</b>	<b>100</b>		

**Note:**

- (1) Similar Capacity includes the following positions
  - i) On behalf of Consultant: Team Leader/Resident Engineer/ Senior Bridge Engineer (Construction Supervision/IE/AE).
  - ii) On behalf of Contractor: Project Manager (Construction/ Construction Supervision)
  - iii) In Government Organizations: Superintending Engineer (or equivalent) and above
- (2) The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued.

**2. Structural-cum-Material Engineer (Maximum age limit 45 years on Bid date)**

S. No.	Description	Max. Points	Reference/Details of projects Claimed For self assessment	Marks self-assessed by the bidder
<b>1</b>	<b>General Qualification</b>	<b>25</b>		
	I) Graduate in Civil Engineering	25		
<b>2</b>	<b>Adequacy for the Project</b>	<b>70</b>		
	<b>Professional Experience</b>			
i)	Total Professional Experience in handling Bridge & Highway projects < 6 years -0 6 years -13 Add 1 mark extra for each additional completed year of experience subject to maximum 2 (two) marks.	15		
ii)	Experience as Resident Engineer/Project Manager/Superintending Engineer or Director/Project equivalent/Executive Engineer or equivalent on construction works/Independent Engineer Projects of 4/6 laning including Bridges/Interchanges < 04 years -0 04 years -15 Add 1 marks extra for each additional year of experience subject to maximum 5(Five) marks.	20		
iii)	Should have handled in similar capacity in supervision of 2 major bridges highways on pile/well Foundation. < 2 projects -0 2 projects -15 Add 1 (one) mark extra for each additional project with major bridge subject to maximum 5 (Five) marks	20		
iv)	Experience as Resident Engineer or similar capacity in Construction Supervision / IE for similar Highway Projects of 4/6 laning equal to project length for which RFP is invited. < 2 projects -0 2 projects -10 Add 1 marks extra for each additional project subject to maximum 5 (Five) marks	15		
<b>3</b>	<b>Employment with the Firm</b> < 1 year -0 1 year or more -5	<b>5</b>		
	<b>Total :</b>	<b>100</b>		

**Note:**

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.



- (i) The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued.

**03. Quantity Surveyor-cum-Safety Engineer (Maximum age limit 45 years on Bid date)**

S. No.	Description	Max. Points	Reference/ Details of projects Claimed for self assessment	Marks self assessed by the bidder
<b>1</b>	<b>General Qualification</b>	<b>25</b>		
	I) Graduate in Civil Engineering	25		
<b>2</b>	<b>Adequacy for the Project</b>	<b>70</b>		
	<b>Professional Experience</b>			
i)	Total Professional Experience in handling Highway projects < 06 years -0 06 years -18 Add 1 mark extra for each additional year of experience subject to maximum 2 (Two) marks.	20		
ii)	Experience as Quantity Surveyor in Highway projects < 04 years -0 04 years -13 Add 1 mark extra for each additional year of experience subject to maximum 2 (two) marks.	15		
ii)	Experience as Safety Surveyor/Engineer in Highway projects < 02 years -0 02 years -8 Add 1 mark extra for each additional year of experience subject to maximum 2 (two) marks.	10		
iii)	Experience as Quantity Surveyor in construction supervision of Highway Projects of 4/6 laning including Bridges of length in aggregate equal to 40% of project length for which RFP is invited < 1 projects - 0 1 Projects - 20 Add 2.5 marks extra for each additional project subject to maximum 5 (Five) marks	25		
<b>3</b>	<b>Employment with the Firm</b> < 1 year -0 1 year or more -5	<b>5</b>		
	<b>Total :</b>	<b>100</b>		

Note:

- (i) The permanent staff would be considered those already employed with the firm prior to one year from the month during which this Tender Notice is issued.

**SECTION 3. FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS**

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of Establishment of Firm
- Average annual turnover (last three years)

**Note:** The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2020-21, FY 2021-22 and FY 2022-23). For claiming experience of Highway projects, completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience and years of association with the firm.

**Appendix A**

The following information related to the firm should be provided in the proposal.

- i. Name of the package applied for:-
- ii. Year of establishment of firm \*

Consultant	Year of Establishment	Country	Type of Organization			
			Individual	Partnership	Corporation	Other
Individual/Lead Partner (of JV)/ Minor Partner of JV/ Associate						

NOTE:- Year of Establishment of Lead Partner of JV shall be considered.

\*Copy of Certificate of incorporation shall be submitted.

- iii. Office/Business Address/Telephone nos./Cable Address.
- iv. Narrative description of firm (Not more than 2 sheets)
- v. Name of two (2) principals who may be contacted with title and telephone number/fax number/e-mail.
- vi. Financial Statement of the last three years. \*\*

Sl.No.	Particular	2020-21	2021-22	2022-23
i	Annual turnover from Consulting business			
ii	Total Assets			
iii	Current Assets			

~~\*\*a) The amount shall be stated in INR. (Consider 1US Dollar = Rs. 67 and 1 Euro = Rs. 74) (This will be the exchange rates as per Reserve Bank of India rounded off to nearest Rupee applicable at the time of RFP invitation).~~

b) The currency conversion rate for the respective years shall be mentioned for other

international currencies.

c) Balance Sheet/ Auditor Certificate of last 3 years (FY 2020-21, FY 2021-22 and FY 2022-23) shall be submitted as evidence of Annual Turnover.

vii. Experience as Independent Consultant/Construction supervision of Highway projects, separately for PPP and non-PPP Projects during the last 7 years.

S No	Projects Name / Year	Type of Services rendered	Description of Highway Project /Length (kms )	Client (with complete address, contact person, telephone Nos .and Fax Nos.)	Total Fee for the Consultancy Assignment (INR)	Fee receive by Applicant (in case of JV/ Association)	%age of total fee received by the firm	Approx. cost of Highway Project	Period
	Sole Consultant  Prime consultant of JV / minor consultant of JV/ /as associate consultant								
1	2	3	4	5	6	7	8	9	10
		A. Completed/Substantially completed projects: 1. 2. 3. B. Projects in Progress 1. 2.							

- viii. Experience in DPR/review/ Feasibility Study cum Preliminary Design Report preparation of 4/6 laning Highway Projects separately for the PPP and non-PPP projects during the last 7 years.

S No	Projects Name/ Year	Type of Services Rendered	Length of Project (k m s )	Client (with comple e address, con tact person, telepho ne Nos . and Fax Nos.)	Total Fee for the Consu ltancy Assign ment (INR)	Fee receive d by Applica nt (in case of JV/ Ass ociatio n) case of JV)	%age of total fee receive d by the firm	Period
	Sole Consultant/  Prime consultant of JV / minor consultant of JV/as associate consultant							
1	2	3	4	5	6	7	8	9

- Only those projects, to be included in the table which are Highways Projects and for which clients certificates from the concerned Government agencies are enclosed with the proposal.
- The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. If the applicant firm has completed projects as JV with some other firms, weightage shall be given as per the JV share\*\*\*. However if the applicant firm has executed the project as associate with some other firms, 25% weightage shall be given to the applicant firm for the projects completed under such association
- For weightage of experience in any past Consultancy assignment, experience certificate from the client shall be submitted. In absence of clear demarcation of JV share in client certificate, the weightage will be treated as 60 % for lead partner and 40% for minor partner.
- Annual turnover duly certified by Chartered Accountant shall be accepted. In case of non-availability of such documents no weightage of turnover/experience will be considered.

- (ix) Assignments on hand including those for which the Letter of Acceptance from the clients received as on 7 days prior to due date for submission of proposals: The details shall be given in the following format.

S. No	Name of Assignment	Client	Role of the firm	Total fees of consultancy Assignment (INR)	Date of letter of Acceptance	Date of Agreement if signed	Present status of Assignment	Team Members provided by the firm		
			Sole, Lead/ Other in JV or sub-consultant					Name	DOB	Position
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

**SECTION 4. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL**

<b>Appendix B-1</b>	Technical proposal submission form.
<b>Appendix B-2</b>	Site Appreciation
<b>Appendix B-3</b>	Approach paper on methodology for performing the assignment.
<b>Appendix B-4</b>	Composition of the Team and Task(s) of each Team member
<b>Appendix B-5</b>	Curriculum vitae of proposed Professional staff.
<b>Appendix B-6</b>	Time Schedule for deployment of Professional staff
<b>Appendix B-7</b>	Activity (works) Schedule.
<b>Appendix B-8</b>	Affidavit for correctness of CVs of key personnel and experience claimed by the firm
<b>Appendix B-9</b>	Integrity pact



**APPENDIX B-1**

**Technical proposal submission form.**

FROM (Name of Firm)

To: (Name and Address of Employer)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sir/Madam:

**Subject:** Submission of Technical and Financial Proposal for 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. .

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated (Date), and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above mentioned work.

We understand that Employer shall be at liberty to keep the credentials of Consultants submitted at bidding stage, in public domain and the same may be uploaded by Employer on official website of Employer. We undertake that we shall have no objection if Employer uploads/hosts the information pertaining to credentials of our firm as well as of our key personnel.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signatory  
Name and Address of Firm

**APPENDIX B-2: SITE APPRECIATION**

Shall give details of site as per actual site visit and data provided in RFP and collected from site supported by photographs to demonstrate that responsible personnel of the Consultant have actually visited the site and familiarized with the salient details/complexities and scope of services.

**APPENDIX B-3:**

**APPROACH PAPER ON METHODOLOGY FOR PERFORMING THE ASSIGNMENT**

The approach and methodology will be detailed precisely under the following topics.

- 1) Methodology for services, surveying, road condition data collection and analysis [not more than 2 pages].
- 2) Key challenges foreseen and proposed solutions in carrying out the assignment [not more than 1 page].
- 3) Proposed Quality Audit Methodology and Quality Assurance Plan [not more than 6 pages].

**APPENDIX B-4:****COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER****1. Technical/Managerial Staff**

Sl. No.	Name	Position	Task
1			
2			
3			
4			
..			

**2. Support Staff**

Sl. No.	Name	Position	Task
1			
2			
3			
4			
..			

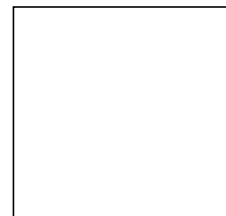
**APPENDIX B-5:****FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: .....

Name of Firm: .....

Name of Staff: .....

Profession: .....



Date of Birth:

Years with Firm/Entity:

Nationality:

Membership of Professional Societies:

Detailed Task Assigned:

Detailed Task Assigned: .....

Summary of Qualification &amp; Experience vis-à-vis the requirements as per TOR

S. No	Name of Employer	Post Held	Project Name	Period		Assignment in the Project	Client of the Project	Remark
				From	To			

**Education:**

[Summarise college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

**Key Qualifications:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

**Languages:**

[For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

**Summary of Qualification & Experience vis-à-vis the requirements as per TOR****Summary of Qualification & Experience vis-à-vis the requirements as per TOR**

Requirements as per TOR (Enclosure-B)	Possessed by the Staff Member	Break-up of experience Brief Description Man-months of Project provided

**Certification by the Candidate**

I, the undersigned, (Name and Address) undertake that this CV correctly describes myself, my qualifications and my experience and Employer would be at liberty to debar me if any information given in the CV, in particular the Summary of Qualification & Experience vis-à-vis the requirements as per TOR is found incorrect. I further undertake that I have neither been debarred by DPA or any other central/stage government organization nor left any assignment with the consultants engaged by Employer / contracting firm (firm to be supervised now) for any continuing work of Employer without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the work, Employer would be at liberty to debar me from taking any assignment in any of the Employer works for an appropriate period of time to be decided by the Employer. I have no objection if my services are extended by the Employer for this work in future.

I further undertake that if due to my inability to work on this project due to unavoidable circumstances, due to which consultant's firm is forced to seek replacement. In such unavoidable circumstances, I shall not undertake any employment in Employer projects during the period of assignment of this project and Employer shall consider my CV invalid till such time.

I undertake that I have no objection in uploading/hosting of my credentials by Employer in public domain.

For Key Personnel having intermittent inputs, add the following:

I further certify that I am associated with the following assignments as on date (as on 7 days prior to due date for submission of proposal) including those for which LOA has been received by the firm and the inputs in these assignments shall not affect the work of the current assignment.

Name of Assignment	Client	Date of LOA	Likely start (Month / Year)	Likely end (Month / Year)	Total input of the person (man- months)

Note: CVs of Key Personnel having intermittent inputs will be considered only if the assignments

on hand as on 7 days before due date of proposal including those for which LOA has been received from the Client or for which Consultant has been declared as H1.

(Signature of Key Personnel)

Date: (Day/Month/Year)

The Consultant should carryout self-evaluation based on the evaluation criteria at Appendix-EC and furnish the same here. While submitting the self-evaluation along with bid, Consultant shall make references to the documents which have been relied upon in his self-evaluation.

**Certification by the firm**

The undersigned on behalf of -----(name of consulting firm) certify that Shri. ----- (Name of proposed personnel) to the best of our knowledge has neither been debarred by DPA or any other Central/State Government organization nor left his assignment with any other consulting firm engaged by the Employer / Contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment is known to the Employer, Employer would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by the Employer.

Date:

*[Signature of authorized representative of the Firm]*

(Day/Month/Year)

.....

.....

**Note: -**

- a. Personnel is to affix his recent photograph on first page of CV.
- b. Complete address and phone number of the Personnel is to be provided.
- c. Document for proof of age is to be enclosed.
- d. Document for proof of qualification is to be enclosed.
- e. Age of the personnel shall not be more than as specified.
- f. Experience Certificates from Employers to be attached.



**APPENDIX B-6:**  
**TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**  
**A. Activity Schedule**

Sl · N o.	Name	Position	Month wise Program (in form of Bar Chart) [1 <sup>st</sup> , 2 <sup>nd</sup> , etc. are months from the start of assignment]												
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12 <sup>th</sup> and subsequ ent year	Number of Months
1															Subtotal (1)
2															Subtotal (2)
3															Subtotal (3)
4															Subtotal (4)
-															-
-															-

**APPENDIX B-7:****ACTIVITY (WORKS) SCHEDULE****A. Activity Schedule**

Sl. No.	Item of Activity (Works)	Monthwise Program (in form of Bar Chart) <i>[1<sup>st</sup>, 2<sup>nd</sup>, etc. are months from the start of assignment]</i>											
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
1													
2													
3													
4													
-													
-													

**B. Completion and Submission of Reports**

S. No.	Reports:	Programme: (Date)
1	Monthly reports (Design and Construction)	
2	Quarterly Reports	
3	Various others reports as provided in the EPC Agreement	

**APPENDIX B-8:**

**AFFIDAVIT FOR CORRECTNESS OF CV OF KEY PERSONNEL AND EXPERIENCE  
CLAIMED BY THE FIRMS (To be submitted on non-judicial Stamp Paper)**

I, the undersigned, on behalf of \_\_\_\_\_ (name of the Consultant submitting the proposal), do hereby certify that the details furnished in this proposal including CV of key personnel and experience claimed by the firm/firms are true and correct to the best of my knowledge and belief.

**Managing Director/Head of the  
Firm/Authorised Representative of  
the firm\***

Name of the firm:

Address of the firm:

\*Lead Member in case of JV

**APPENDIX B-9:****INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY**

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as ₹50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been appointed IEM by DPA. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority. As per Shri S.K. Sarkar, IAS (Retd.), Shri Saurabh Chaudry, IAS (Retd.) has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

**Address:-**

Shri S.K. Sarkar, IAS (Retd.)  
B-104, Nayantara Aptt.  
Plot 8 B, Sec-07, Dwarka,  
New Delhi – 110 075.  
Mobile No.9871322133  
Email : [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

**Address:-**

Shri Saurabh Chaudry, IAS (Retd.)  
A-9, Sector – 30,  
Noida (U.P.) – 201301  
Mobile No.98111 49324  
Email : [saurabh7678@yahoo.co.in](mailto:saurabh7678@yahoo.co.in)

Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be up-loaded along with the bid. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

**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. **11-TD/2024**. 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.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

**Section 4 - Compensation for Damages**

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

**Section 5 - Previous transgression**

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

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

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

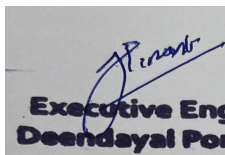
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(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.



**Executive Engineer (TD)**  
**Deendayal Port Authority**

(For & on behalf of the Principal)

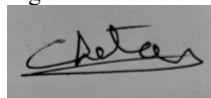
(Office Seal)

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/2024

Witness

Sign



(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Witness

Sign

Chetan Bauddh  
JE Gr-I (Civil)  
Deendayal Port Authority  
(Name & Address)

(Name & Address)

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:

Shri S.K. Sarkar, IAS (Retd.)  
B-104, Nayantara Aptt.  
Plot 8 B, Sec-07, Dwarka,  
New Delhi – 110 075.  
Mobile No.9871322133  
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**SECTION 5: FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.**

**Appendix C-1** Financial proposal submission form

**Appendix C-2** Summary of costs

**APPENDIX C-1 :  
FINANCIAL PROPOSAL SUBMISSION FORM****FROM: (Name of Firm)****TO : Address of Employer****Subject : 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.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
.....	.....	.....
.....	.....	.....

We understand you are not bound to accept any proposal you receive.

We remain,  
Yours sincerely,

**Managing Director/Head of the  
Firm/Authorised Representative of the firm\***

Name of the firm:

Address of the firm:

~~\*Lead Member in case of JV~~

**APPENDIX C-2:****SUMMARY OF COSTS****I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF (Schedule-B)**

<b>Sr. No.</b>	<b>Position</b>	<b>No. of Man Months</b>	<b>Unit</b>	<b>Rate (in Rs.)</b>	<b>Amount (in Rs.)</b>
1	Team Leader-cum-Highway Engineer	24	Man month		
2	Structural-cum-Material Engineer	24	Man month		
3	Quantity Surveyor-cum-Safety Engineer	24	Man month		
<b>Total (in Rs.) In Figures</b>					
<b>Total (in Rs.) In Words</b>					

NOTE: -

1. The Total time duration envisaged is 24 MONTHS (Man-month in Construction period of 18 months + Maintenance/ Defect Liability period of 6 months).
2. 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. required for performing of services as per scope of RFP.
3. GST will be paid extra.

**SECTION 6: TERMS OF REFERENCE FOR AUTHORITY'S ENGINEER**

[Note: The term "Agreement" and clauses thereof refer to the EPC Agreement dated .....entered between Authority and.....(the Contractor) for the work of **Widening and Improvement of Existing 2/4 lane carriageway of KK-Road Connecting to NH-8A in the state of Gujarat on EPC basis**].

**1. Scope**

1.1 These Terms of Reference (the "TOR") for the Authority's Engineer are being specified pursuant to the EPC Agreement dated ..... (the "Agreement"), which has been entered into between the Authority and ..... (the "Contractor") for the work of **Widening and Improvement of Existing 2/4 lane carriageway of KK-Road Connecting to NH-8A in the state of Gujarat on EPC** basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.

1.2 The TOR shall apply to construction and maintenance of the Project Highway.

**2 Definitions and interpretation**

2.1 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.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be reference to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

**3 General**

3.1 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.

3.2 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) Any other matter which is not specified in (a), (b) or (c) above and which creates an

obligation or liability on either Party for a sum exceeding Rs. 50,00,000.00 (Rs. Fifty lakhs.)

3.3 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.

3.4 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 of the EPC Agreement.

3.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope under Article 13.

3.6 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.

#### **4 Construction Period**

4.1 During the Construction Period, the Authority's Engineer shall review the Drawings furnished by the Contractor along with supporting data, including the geo-technical 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 10.1.6 of EPC Agreement**. The Authority's Engineer shall complete such review 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 upto 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.

4.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor and furnish its comments within 10 (ten) days of receiving such Drawings. The review of drawing should be authenticated by Authority's Engineer.

4.3 The Authority's Engineer shall review 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.

4.4 The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for 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.

4.5 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 EPC Agreement.

- 4.6 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.
- 4.7 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.
- 4.8 The Authority's Engineer shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.
- 4.9 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 4.9, 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 MORT&H (the "Quality Control Manuals") or any modifications/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.
- 4.10 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.
- 4.11 The timing of tests referred to in Paragraph 4.9, 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.
- 4.12 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.
- 4.13 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 event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 21.6 of EPC Agreement shall apply.
- 4.14 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.

- 4.15 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 of EPC Agreement.
- 4.16 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.
- 4.17 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.
- 4.18 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 or Provisional Certificate as the case may be. For carrying out its functions under this Paragraph 4.18 and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Article 12 and Schedule-K.

## **5 Maintenance Period**

- 5.1 The Authority's Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with Contractor.
- 5.2 The Authority's Engineer shall undertake regular inspections, at least once every month to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.
- 5.3 The Authority's Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and remedial measures, if any, taken by the Contractor in this behalf.
- 5.4 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-E, the Authority's Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 5.5 The Authority's Engineer shall examine the request of the Contractor for closure of any lane

(s) of the Project Highway for undertakings maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the Authority's Engineer shall monitor the reopening of such lane (s), and in case of delay, determine the Damages payable by the Contractor to the Authority under Clause 14.5 of EPC Agreement

## **6 Determination of costs and time**

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

## **7 Payments**

- 7.1 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 provision of **Clause 10.2.4 (d)** of EPC Agreement.

- 7.2 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 of EPC Agreement.

- 7.3 The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6 of EPC Agreement, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement.

- 7.4 The Authority's Engineer shall certify final payment with 30 (thirty) days of the receipt of the final payment statement of Maintenance in accordance with the provisions of Clause 19.16 of EPC Agreement.

## **8 Other duties and functions**

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



**9 Miscellaneous**

- 9.1 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.
- 9.2 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.
- 9.3 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 USB Flash Drive (Pen Drive) 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 setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Authority against receipt thereof.
- 9.4 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.
- 9.5 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

**10. PERFORMANCE CLAUSE**

Authority's Engineers shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-compliance of the provisions of the EPC Contract Agreement and other schedules by the EPC Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Authority Engineer shall appoint its authorized representative, who shall issue on behalf of the AE, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. The AE shall take prior approval of Employer before issuing Provisional Completion Certification and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

**11. CONSULTANT'S PROPOSAL**

11.1 List of key personnel to be fielded by the Consultants shall be as below:

- i. Team Leader-cum-Highway Engineer
- ii. Structural-cum-Material Engineer

## iii. Quantity Surveyor-cum-Safety Engineer

- 11.2 Broad job-description and minimum qualification for key personnel mentioned above is enclosed as **Enclosure-B**. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. All the CV's of the personals mentioned in Para 5.3 (iii) of Data Sheet shall be evaluated at the time of evaluation of technical proposal. The **age of the Key Personnel should not be more than 45 years on the date of submission of proposal**. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorised signatory for the Consultant. The key personnel shall also certify at the end of their bio-data proforma that they have not left any of the Employer works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the Authority Engineer, if the Project is awarded. In case the key personnel leaves the assignment without approval of Employer, Employer would be at liberty to take any appropriate action against that key personnel including debarment.
- 11.3 In addition to above, consultants are required to propose other key personnel, sub-professional staff and other field engineers as detailed in **Enclosure-A** and the minimum qualification requirements for the same is enclosed in **Enclosure-B**.

**12. PERIOD OF SERVICES**

- 12.1 The services of an Authority's Engineer will be in phases as per Contract Agreement.
- 12.1.1 The appointment of the Authority's Engineer shall initially be as per details given below.

Period of service (in months)	Construction period (in months)	Maintenance/ DLP Period (in months)
Construction period of 18 months + Maintenance/ Defect Liability period of 6	18	6

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period. The time frame for services during the deployment of key personnel during this period shall be as shown in **Enclosure A**.

- 12.1.2 In case of extension if any granted to EPC Contractor by Authority or any change of time schedule of construction period, the services of Authority's Engineer should also have been extended till the completion of project after approval from Authority. Payments during the extended period will be made in accordance with Clause no. 6 of GC.

**MAN - MONTHS INPUT FOR KEY PROFESSIONAL STAFF  
AUTHORITY ENGINEER**

S. No.	Key Personnel	Man-month in Construction period of 18 months	Man-month in Maintenance/Defect Liability period of 6 months
<b>A: Key Personnel</b>			
1.	Team Leader-cum-Highway Engineer	18	6
2.	Structural-cum-Material Engineer	18	6
3.	Quantity Surveyor-cum- Safety Engineer	18	6

**QUALIFICATION OF KEY PERSONNEL****1. Team Leader-cum-Highway Engineer (Full Time, Maximum age limit 45 years on Bid date)**

**Duties:** The Team Leader will reside at project site on a full-time basis throughout the period of the construction supervision services. He will be overall in-charge of the project supervision of the construction package. He shall act as Representative of the consulting firm appointed by the Authority. His duties will involve overall superintendence over the Resident Engineers and other experts of the construction package. He will guide, monitor, supervise and control all the activities related to supervision for the construction package. He will interact with the Engineer-in Charge and the other officials of the Authority. He shall also be responsible for checking the designs of bridges, ROB's and interchanges and any structure to be constructed in the Project highway.

He shall be responsible for supervising the road highway to be constructed by the contractor for this project. He shall also be responsible for insuring complete adherence to maintenance tenders during construction and operation period. Thus the position required a Team Leader with through knowledge and understanding in the field of design, construction & maintenance of flexible/rigid type of pavement including latest codal stipulation , specifications & EPC Contract.

He should have the following qualification / experience.

**General Qualification:**

Graduate in Civil Engineering, Post Graduation in Highway Engineering.

**Professional Experience in Highway Projects:**

- I. Total Professional Experience of 12 years in handling Bridge /Highway contracts.
- II. Experience as Team Leader/Resident Engineer/Project Manager or similar capacity in Highway/Bridge Projects of 4/6 laning.
- III. Experience as Team Leader/Resident Engineer/ Project Manager or similar capacity in Construction supervision/ IE for Highway/Bridge Projects of 4/6 laning of length in aggregate equal to project length for which RFP is invited.
- IV. Experience as Team Leader or similar capacity of project Preparation/ Design of major Highway Project/Bridges of 4/6 laning of length in aggregate equal to project length for which RFP is invited.
- V. Experience in supervision of Major/Minor bridge project or more excluding approaches.
- VI. Experience in Supervision of Highway/Bridge projects of 4/6 laning on EPC mode of length in aggregate equal to project length for which RFP is invited.

**Employment with the Firm**

**2. Structural-cum-Material Engineer (Full Time, Maximum age limit 45 years on Bid date)**

**Duties:** He shall be the in-charge of the construction supervision of project stretch and shall coordinate with all other experts of the construction projects and shall report to the Team Leader and officers of Authority/DPA as per the delegation established. He shall be directly responsible for regulating the construction process i.e. various activities like earthwork, Sub-base/base courses, bituminous pavement, bridge/ROB/VUP works proposed for being carried out under Stipulated Specifications/manuals etc. For this purpose, he shall be assisted by other support engineers/personnel. He shall deal directly with the other supporting staff attached to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. In respect of other experts like Quantity Surveyor, etc., he shall be coordinating and regulating their activities to ensure smooth functioning of the Construction Package concerned. He should have adequate experience in large quantity of earthwork. He will be required to be fielded throughout the Currency of the project. The candidate is expected to be thoroughly familiar with various standards/specifications, contract procedures, design and quality control etc.

His duties will also involve understanding the design provisions of bridges/ROBs/ flyovers/ interchanges and VUP/culverts, guiding and checking of reinforcement/ cable laying operations, rectifying any apparent mistakes in respect of them, checking and controlling the proper mix designs, Checking the adequacy of proper form-work, laying/compacting of concrete including curing operations. For this purpose, he will work in close coordination with the Material Engineer and the Contractor's Expert to effectively Control the quality of execution. He will be responsible for minor modifications in design of bridges/culverts, whenever required during execution.

He will be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per codal stipulations and as per the specifications laid down in the contract for all the different stages of construction. He will be coordinating and controlling the support personnel placed with him and will report to the Resident Engineer and to the Team Leader/Employer's representative as and when required.

**General Qualification:**

Graduate in Civil Engineering

**Professional Experience in Highway Projects:**

- I. Total Professional Experience of 6 years in handling Bridge & Highway projects.
- II. Experience as Resident Engineer/Project Manager/ Superintending Engineer or Director/Project equivalent/Executive Engineer or equivalent on construction works/Independent Engineer Projects of 4/6 laning including Bridges/Interchanges.
- III. Must be familiar with modern methods of construction of bridges/ROB/flyover involving RCC/Pre-stress concrete, design standards, technical specification and statistical Quality Control/ Assurance procedures for construction of different component of bridges.
- IV. Experience as Resident Engineer or similar capacity in Construction Supervision / IE for similar Highway Projects of 4/6 laning including Bridges of length in aggregate equal to 40% of project length for which RFP is invited.
- V. Experience in Supervision of Highway project of 4/6 laning on EPC mode of length in aggregate equal to project length for which RFP is invited.

**Employment with the Firm**

**3. Quantity Surveyor-cum-Safety Engineer (Full time, Maximum age limit 45 years on Bid date)**

**Duties:** He will be reporting to the Team Leader and give input as and when required during the work. He will provide necessary guidance to the Structural Engineer, and shall issue directions/procedures/formats of reporting to the Team Leader. He will act as a safety engineer also for the construction package, even though the thrust of his responsibilities will be in the areas of quantity surveying/processing of the invoices etc. He will be responsible for taking all measures required to control the project cost and time over-runs. He will examine the claims of the contractor, variation orders, if any, and will approve the progress reports as per the project requirements.

He will approve the measurement of all items of works executed in different stages for payment purpose prepared. As Road Safety Expert he shall be responsible for the overall road safety aspect of the project.

He shall ensure that safety provisions as per relevant codes are strictly followed at site during construction period and also during the maintenance period.

**General Qualification:**

Graduate in Civil Engineering

**Professional Experience in Highway Projects:**

- I. Total Professional Experience of 6 years in handling Highway projects.
- II. Experience as Quantity Surveyor in Highway projects.
- III. Experience as Quantity Surveyor in construction supervision of Highway Projects of 4/6 laning including Bridges of length in aggregate equal to project length for which RFP is invited.

**Employment with the Firm**

**SECTION 7: DRAFT FORM OF CONTRACT**

**Note:** This draft Agreement is a generic document and shall be modified based on particulars of the Project.

**CONTRACT FOR CONSULTANT'S SERVICES**

Between

\_\_\_\_\_  
(Name of Client)

And

\_\_\_\_\_  
(Name of Consultant)

Dated:

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<del>Appendix J:</del>	<del>Letter of Invitation</del>	
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Appendix L:	Bid Securing Declaration Form	
Appendix M:	Bank Guarantee for Bid Security	
Appendix N:	SPECIMEN CONTRACT AGREEMENT	

### V ANNEXURES .....

**1. FORM OF CONTRACT****COMPLEX TIME BASED ASSIGNMENTS**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of the Month of, 2024, between, on the one hand \_\_\_\_\_ (hereinafter Called the "Client) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants").

*[Note\* : If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

*"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly severally liable to the Client for all the Consultants' obligations under this Contract, namely, and \_\_\_\_\_ (Hereinafter called "Consultants")]*

**WHEREAS**

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 4. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GC")'
  - (b) The Special Conditions of Contract (hereinafter called "SC");
  - (c) The following Appendices :

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

<b>Appendix A:</b>	<b>Description of the Services</b>
<b>Appendix B:</b>	<b>Reporting Requirements .....</b>
<b>Appendix C:</b>	<b>Key Personnel and Sub-consultants .....</b>
<del><b>Appendix D:</b></del>	<del><b>Medical Certificate .....</b></del>
<b>Appendix E:</b>	<b>Hours of Work for Key Personnel .....</b>
<b>Appendix F:</b>	<b>Duties of the Client .....</b>
<b>Appendix G:</b>	<b>Cost Estimates.....</b>
<b>Appendix H:</b>	<b>Form of Performance Bank Guarantee .....</b>
<del><b>Appendix I:</b></del>	<del><b>Form of Bank Guarantee for Advance Payments</b></del>
<del><b>Appendix J:</b></del>	<del><b>Letter of Invitation</b></del>
<b>Appendix K:</b>	<b>Letter of Acceptance</b>
<b>Appendix L:</b>	<b>Bid Securing Declaration Form</b>
<b>Appendix M:</b>	<b>Bank Guarantee for Bid Security</b>
<b>Appendix N:</b>	<b>SPECIMEN CONTRACT AGREEMENT</b>

5. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

---

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

BY

(Authorized Representative)

---

FOR AND ON BEHALF OF [NAME OF THE CONSULTANTS]

BY

(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatures, e.g. in the following manner]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By

(Authorized Representative)

---

[Name of the Member]

By

(Authorized Representative)

etc.

**GENERAL CONDITIONS OF CONTRACT****1. General Provisions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country [or in such other country as may be specified in the Special Conditions of Contract (SC)], as they may be issued and in force from time to time.
- (b)(i) "Contract means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (b)(ii) "Contract Price" means total cost (excluding GST Tax) as specified in Appendix C-2 of Financial Proposal.
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (d) 'foreign currency' means any currency other than the currency of the Government;
- (e) 'GC means these General Conditions of Contract;
- (f) "Government" means the Government of Client's Country;
- (g) 'Local currency' means the Indian Rupees;
- (h) "Consultant" wherever mentioned in this Contract Agreement means the "Authority Engineer (AE)" and includes sub-consultants or Associates engaged by the primary consultant.
- (i) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-Consultants and or Associates as Employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's Country, "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's Country; and 'key personnel' means the personnel referred to in Clause GC 4.2 (a).
- (l) "SC" means the Special Conditions of Contract by which these General Conditions of

Contract may be amended or supplemented;

- (m) "Services" means the work to be performed by the Consultants pursuant to his contract, as described in Appendix A hereto. The scope of work will be strictly as given in various Clauses in TOR. The approach and methodology to be adopted by the Consultant for carrying out the assignment as Authority Engineer may be modified depending on the site requirements and work programme of the EPC Contractor after mutual discussions with Employer, the EPC Contractor and the Authority Engineer. The work plan as indicated by the Consultant may be modified accordingly to the site requirements.
- (n) "Sub-consultant and or Associates " means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (o) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

### **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.4 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

### **1.6 Notices**

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SC.
- 1.6.2 Notice will be deemed to be effective as specified in the SC.
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

### **1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A

hereto and, where the location of a particular task is not so specified, at such locations, whether in Government's Country or elsewhere, as the Client may approve.

**1.8 Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

**1.10 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. Service tax as applicable shall be paid to the consultant while making payment for services rendered. The consultants shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Employer.

**2. Commencement, Completion, Modification and Termination of Contract****2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

**2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

**2.5 Entire Agreement**



This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**2.6 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

**2.7 Force Majeure****2.7.1. Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action ( except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such

event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.7.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6 Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8. Suspension**

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

### **2.9 Termination**

#### **2.9.1 By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (h) if EPC Contractor represents to Employer that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Employer may terminate this contract.

#### **2.9.2 By the Consultants**

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.9.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law

### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

### **2.9.6. Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligation of the Consultants**

#### **3.1 General**

##### **3.1.1. Standard of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods" The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

##### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- consultants and or Associates, as well as the Personnel of the Consultants and any Sub- consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

#### **3.2 Conflict of Interests**

##### **3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The Remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants and or Associates, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2** If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Client (Employer) and or Associates Bank or of the Association, as the case may be, and other funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of

such procurement responsibility shall be for the account of the Client.

**3.2.3 Consultants and Affiliates Not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and or Associates and any entity affiliated with such Sub-consultant and or Associates, shall be disqualified from providing goods works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and or Associates and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

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

**3.4 Liability of the Consultants**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

**3.5 Insurance to be Taken Out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their ( or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.6 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to



in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

### **3.7 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC

### **3.8 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **3.9 Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### **3.10 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of- such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal

to their full replacement value.

**4. Consultants' Personnel and Sub-consultants and or Associates**

**4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

**4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

**4.3 Approval of Personnel**

The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose, to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

**4.4 Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in



respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.

- (b) The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave **except as specified in Appendix E** hereto, and except as specified.

In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in **Appendix C**. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 90% of the remuneration which would have been payable to the Key Personnel replaced. However, for the reason other than death/extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 10 % and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 15% (iv) For total replacements beyond 66% of the key personnel the client may initiate action of higher penalty/termination/debarment upto 2 years as considered appropriate. Further, after completion of the project, one replacement of key personnel shall be allowed without any reduction in the remuneration.
- (d) In order to prevent the tendency of the personnel and consulting firm to

submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Employer while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Employer's works for an appropriate period to be decided by Employer and the new proposed personnel in place of removed personnel would be paid 15% less salary than the original personnel. 15% reduction in the salary will be imposed as a penalty for submitting the incorrect information. This penalty will be imposed only once. If the same consulting firm submits incorrect information again second time, necessary action will be taken by Employer to black-list that firm.

- (e) In case of extension of contract, the Consultant can propose one time replacement of each key personnel without attracting any penalty or reduction in remuneration, subject to approval of the authority taking into consideration the progress of work at site. Qualifications of replacements shall be better or equivalent to the original key personnel. Any further replacement will be governed as per contract provisions.

#### **4.6 Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

### **5. Obligations of the Client**

#### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their - eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

- (e) assist the Consultants and the Personnel and any Sub-consultants and or Associates employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultants and or Associates and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultants, Sub-consultants and or Associates and Personnel any such other assistance as may be specified in the SC.

## **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

## **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

## **5.4 Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

## **5.5 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided

by Clause GC 6 of this Contract.

#### **5.6 Counterpart Personnel**

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such **Appendix F**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

### **6. Payments to the Consultants**

#### **6.1 Cost Estimates; Ceiling Amount**

- (a) An estimate of the cost of the Services payable is set forth in Appendix G.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of these ceilings.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

#### **6.2 Remuneration and Reimbursable Expenditures**

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).

**6.3 Currency of Payment**

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

**6.4 Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

- (a) Deleted.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Bill raised by the consultant shall be paid after due scrutiny. The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly

make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

## **7. Fairness and Good Faith**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **8.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## **9. Fake CV**

If any case of fake/incorrect/inflated CV is found, it shall be dealt with very severely and would result in all possible penal action including blacklisting from future projects of DPA. This would also apply even when the consulting firm is not successful in getting the assignment. *In case CV of a person is turned out to be fake/incorrect/inflated during the assignment, the consultancy firms will have to refund the salary and perks drawn including interest @12% per annum in respect of the person apart from other consequences.* In addition to above, 10% of the salary and perks to be refunded shall be recovered from the Firm as penalty.



**III. SPECIAL CONDITIONS OF CONTRACT**

GC Clause

A. **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

1.1(a) The words “in the Government’s country” are amended to read ‘in INDIA”

1.4 The language is: **English**

1.6.1 The addresses are:

Client: **Address of Employer**

The Executive Engineer (TD),  
Town Development Division,  
Room No. 103, Ground Floor,  
Annexe, AO Building,  
Deendayal Port Authority  
Gandhidham, Kutch District Gujarat-State, INDIA  
E-mail : [tddivisionkpt@gmail.com](mailto:tddivisionkpt@gmail.com)

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

Consultant: Address of Consultant

Attention:

Cable address : \_\_\_\_\_

Telex:

Facsimile \_\_\_\_\_

*[Note' : Fill in the Blanks]*

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.

1.8 **The Engineer in Charge is: Sh.**



*(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SC 1.6.1 should be inserted here. If the Consultants consist of one entity, this Clause 1.8 should be deleted from the SC)*

1.9 The Authorised

Representative are: For the  
Client:

For the Consultants: \_\_\_\_\_

\_\_\_\_\_

1.10 The Consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.1 The effectiveness conditions are the following:

i) Approval of the Contract by the client

2.2 The time period shall be **four months** or such other time period as the parties may agree in writing.

2.3 The time period shall be **one month** or such other time period as the Parties may agree in writing.

2.4 The time period shall be **24 months** (Construction Period of 18 months + 06Months for Maintenance Period)

**3.4 Limitation of the Consultants' Liability towards the Client**

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

i) for any indirect or consequential loss or damage; and

**ii)** Consultant will maintain at its expenses; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

iii) The policy should be issued only from an Insurance Company operating in India.

- iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.
  - v) If the Consultant enters into an agreement with Employer in a joint venture or 'in association', the policy must be procured and provided to Employer by the joint venture/in association entity and not by the individual partners of the joint venture/association.
  - vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of the Employer. The insurance company may provide an undertaking in this regard.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- (c) Professional Liability Insurance may be accepted for initially one year which shall be extended annually for five years. PLI shall be uniformly taken for a period of five years.

**3.5 The risks and the coverage shall be as follows**

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of **Rs. 1.00 Cr** for the period of consultancy.
- (c) Professional liability insurance as per 3.4 (a) (ii) of SC of the consultancy, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

**3.7(c) The other actions are**

- (i) taking any action under a civil works contract designating the Consultants as "Authority's Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".

**3.9 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.**

4.6 "The person designated as Team Leader cum Highway Engineer in Appendix C shall serve in that capacity, as specified in Clause GC 4.6."

6.1(b) The ceiling amount, which shall be contract price, payable Indian Rupee is: \_\_\_\_\_

6.2(a) "Payments for remuneration made in accordance with Clause GC 6:2(a) in shall be adjusted as follows:

- (i) Consultants shall be paid billing rates for services rendered by the personnel of all categories at site namely (i) key Personnel on man-moth wise basis. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.

6.2(b)(i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

- (2) ~~Penalty clause: Consultants' has to engage key personnel on daily basis as per tender. In case of non-deployment of key personnel then penalty of 1.5 time of rate quoted per day will be imposed on per personal per day basis, the same will be recovered from running bills of Consultant. No dispute shall be entertained with regard to penalty.~~

6.2(b)(ii) The rates for Personnel are set forth in Appendix G.

### ~~6.3 (b)—Deleted~~

~~6.4(a) The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee:~~

- ~~1) An advance payment of 10% of the contract price in proportion to the quoted Indian currency (INR) in the bid shall be made within 60 days after receipt and verification of advance payment bank guarantee. The advance payment along with interest will be set off by the Client in equal installments against the statements for the first 12 months of the Service until the advance payment has been fully set off. The advance payment shall be in Indian Rupee.~~
- ~~2) The bank guarantee shall be in the amount and in the currency of the advance payment.~~

~~3) Interest rate shall be 10% per annum (on outstanding amount).~~

~~6.4(e) — The accounts are: .....~~

~~[Note: Insert account number, type of account and name and address of the Bank]~~

~~8.2 — Disputes shall be settled by arbitration in accordance with the following provisions:~~

#### **8.2.1 Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President,

Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

- (c) If, in a dispute subject to Clause SC 8.2.1 (b ), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### **8.2.2 Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

**8.2.3 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

**8.2.4 Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally/nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**8.2.5 Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the parties, be held in Gandhidham.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of sole arbitrator or of a majority of the arbitrators ( or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) Fee structure shall be as indicated below:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Maximum amount payable per Arbitrator per case</b>
1	Arbitrator fee	Rs. 25,000/- per day Or Rs. 7 lacs (Lump sum) subject to publishing the award within 06 months. Or Rs. 5 lacs (Lump-Sum) subject to publishing the Award after 6months but before 12 months. <b>Note:-</b> The amount of fees already paid for the days of hearing @ Rs. 25,000/- would be adjusted in the lump-sum payment.
2	Reading Charges	Rs 25,000/- per Arbitrator per case including counter claim.
3	Secretarial Assistance and Incidental charges (telephone, fax, postage etc.)	Rs 20,000/-
4	Charges for Publishing /declaration of the Award	Rs. 35,000/-

5	Other expenses (as per actuals against bills subject to the prescribed ceiling given below)  Traveling Expenses  Lodging and Boarding	Economy class (by Air), First class AC (by train) and AC car (by Road)  (a). Rs 15,000/- per day (in metro cities) (b). Rs 7,000/- per day (in other cities) (c). Rs 3,000/- per day, if any Arbitrator makes their own arrangements.
6	Local Travel	Rs. 1500/- per day
7	Extra charges for days other than hearing/ meeting days (maximum for 2 days)	Rs. 5,000/- per day for outside Arbitrator
Note:-	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.	

**IV. APPENDICES****Appendix A: Description of the Services**

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks,*

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.

*place of performance for different tasks; specific tasks to be approved by Client, etc.]*

**Details as per TOR**

## **Appendix B: Reporting Requirements**

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

**Please refer TOR**



**Appendix C: Key Personnel ~~and Sub-consultants~~**

*[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Personnel to be assigned to work in India, and staff- months for each.*

*C-2 Same information as C-1 for Key local Personnel.*

~~*C-3 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-3)*~~

**Please refer TOR**

**Appendix D: Medical Certificate**

*[Show here an acceptable form of medical certificate for foreign Personnel to be stationed in India. If there is no need for a medical certificate, state here: "Not applicable. "]*

**The form of Medical Certificate as required under the rules of Govt. of India**

*Appendix E: Hours of Work for Key Personnel*

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff shall work 6 days (Mondays through Saturday) every week and observe the Gazetted Holidays of Government of India as Holidays. The Consultant shall work as per the work program of the contractor. In this context in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the client for consideration. The Consultants hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

In addition, casual leave for 12 days shall be permitted in a year to each Key Personnel/ Sub-Profession at with prior intimation to the Authority. Out of this, a maximum of 3 CLs can be availed either separately or together in a quarter and the period of the CLs would be counted as Key Personnel I Sub- Profession at being on duty.

~~In respect of foreign personnel, one day per trip as travel time from and to the country of the Government shall be allowed.~~

**Appendix F:**

**Duties of the Client**

[List here under:

F-1      Services, facilities and property to be made available to the Consultants by the Client.

“NIL”

F-2      Counterpart personnel to be made available to the Consultants by the Client.]

“NIL”

**Please refer TOR**

**Appendix G: Cost Estimates**

*List hereunder cost estimate in INR:*

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. ~~Reimbursable/Rental/Fixed expenditures as follows:~~
  - a. ~~Cost of local transportation.~~
  - b. ~~Cost of other local services, rentals, utilities, etc~~

**Appendix H: FORM OF PERFORMANCE SECURITY****(PERFORMANCE BANK GUARANTEE)****(Clause-13 of TOR)****SPECIMEN BANK GUARANTEE PERFORMANCE  
GUARANTEE/ SECURITY DEPOSIT****(To be executed on Rs.300/- non-judicial Stamp Paper)**

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

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

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

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

2. We, \_\_\_\_\_, do hereby

(Name of Bank)

(Name of Branch)

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

3. We, \_\_\_\_\_, undertake to pay to the

(Name of Bank and Branch)

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

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

(Name of Bank and Branch)

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

(Name of the user department)

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

5. We, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch)  
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [Gandhidham] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:  
(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);  
(b) This Bank Guarantee shall be valid 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

**Appendix I: Form of Bank Guarantee for Advance Payments  
(Reference Clause 6.4(a) of Contract)**

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_

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

Dear Sir,

*In consideration of \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ Contract (hereinafter called the "Contract")*

*(scope of work)*

*and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.*

We \_\_\_\_\_

*(Name of the Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.*

*The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or*



~~any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.~~

~~The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.~~

~~Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.~~

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
(signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

(Name) \_\_\_\_\_  
\_\_\_\_\_

(Name) \_\_\_\_\_  
\_\_\_\_\_

(Official Address) \_\_\_\_\_ Designation (with Bank stamp)

Attorney as per Power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out, whichever is not applicable.

~~Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".~~

~~Note 2: The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.~~

**~~Appendix J~~**

**~~Letter of invitation~~**

**LETTER OF ACCEPTANCE  
(On letterhead of the Client)**

\_\_\_\_\_ (date)

TO :

\_\_\_\_\_  
(Name and address of the contractor)

Dear Sirs,

Sub. :

Tender No. :

Name of Work : **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**

Ref. : Your bid dated

And [list the correspondence with the bidder]

This is to notify you that your bid dated\_\_\_\_\_ for execution of the \_\_\_\_\_(name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees \_\_\_\_\_(amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs.\_\_\_\_\_ within {\_\_\_\_\_} days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. upto \_\_\_\_\_ and also sign the contract agreement within{\_\_\_\_\_} 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,

**Chief Engineer  
Deendayal Port Authority**

**Appendix L**

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

**Bid Securing Declaration Form**

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

Tender No. \_\_\_\_\_

To (insert complete name and address of the Employer/Purchaser)

I/We. The undersigned, declare that:

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

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

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

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

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**Appendix-M****Bank Guarantee for Bid Security  
Specimen EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 300/- non Judicial Stamp Paper]

\_\_\_\_\_ (Bank' s name and address of Issuing Branch or Office)

Beneficiary' s Bank details are as under :

Name of Bank & Address:

Account No :

IFSC Code:

Beneficiary: (Name and Address of Employer/Board)

Board of Deendayal Port Authority.

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

Tender Guarantee No. : \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer" ) has submitted

to you its Tender dated (hereinafter called "the Tenderer" ) for the execution of [name of contract]

under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum

or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by

us your first demand in writing accompanied by a written statement stating that the Tenderer is in

breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

(b) Having been notified of the acceptance of it's Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/Board:

(a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

(b) If the Tenderer is not the successful Tenderer, upon the earlier of

(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful

Tenderer: or

(ii) Twenty-eight days after the expiration of the Tenderer' s tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed].

**SPECIMEN CONTRACT AGREEMENT**

(to be executed on ₹300 non-judicial stamp paper)

[the successful tenders shall fill in this form in Accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Board of the Port of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021, having which Administrative Office building at Gandhidham (Kutch). (Herein after called the "Board" which expression shall unless excluded repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (herein after called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executors, Administrators, Representatives and assigns or successors in office) of the other part.

**WHEREAS the Board is desirous of carrying out the work of \_\_\_\_\_**  
**\_\_\_\_\_ and whereas the Contractor has offered to**  
**execute and complete such works at a total cost of ₹ \_\_\_\_\_**

**AND WHEREAS the contractor has agreed to if any arbitration award shall be referred to Conciliation Committee / Council comprising of independent subject expert. The award by the Conciliation Committee / Councils shall be placed before the Board of Trustee for consideration if agreed by both the party**

**AND WHEREAS the contractor has agreed to deposit the Performance Security Deposit as follows for due fulfilment of all the conditions of the contract:**

- (1) ₹ \_\_\_\_\_ paid in the form of Bank Guarantee/FDR towards 5 % of Contract value as Performance Guarantee and balance 5% to be recovered from running bills.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereafter referred to.
2. The following shall be deemed to form and be read and construed as part of this agreement relating to the said work, viz.
  - a. Notice Inviting Tender (Page No. \_\_\_\_\_ to \_\_\_\_\_ )
  - b. The tender submitted by the contractor including Schedule "A" and "B". (page No. \_\_\_\_\_ to \_\_\_\_\_ )
  - c. General Rules and direction for the guidance of the tender (Page No. \_\_\_\_\_ to \_\_\_\_\_ )
  - d. General and Special Conditions of the Contract. (Page No. \_\_\_\_\_ to \_\_\_\_\_ )

- e. The schedule of items of work with quantities and rates. (Page No. \_\_\_\_ to \_\_\_\_ )
- f. Correspondence exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by mutual consent (to be enumerated). (Page No. \_\_\_\_ to \_\_\_\_ )
- g. Work Order No. \_\_\_\_\_ issued vide letter No. \_\_\_\_\_ (Page No. \_\_\_\_ to \_\_\_\_ )
3. The Contractor hereby covenants with the Board to complete and maintain the said works to the satisfaction of the Board in conformity in all respects, with the provision of the said contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of :

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

\_\_\_\_\_  
(Name, signature Designation and  
Seal of the Contractor)

WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

Contractor

Signed, sealed & delivered  
By Chief Engineer on  
behalf of the Board in the  
Presence of :

Chief Engineer  
Deendayal Port Authority

FOR & ON BEHALF OF THE  
BOARD OF DEENDAYAL PORT AUTHORITY

Witness: (Name, Signature, address)

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

(Dy. HOD & XEN)  
The common seal of the  
Board of Deendayal Port Authority affixed in  
the presence of :

SECRETARY  
DEENDAYAL PORT AUTHORITY



**PROCEDURE FOR E-TENDER  
INSTRUCTIONS TO APPLICANTS**

(Note: RFP stands modified to the extent required as per these instructions).

**DEFINITIONS**

- a) **(n)Code Solutions–a Division of GNFC Ltd.:** A service provider to develop and customize the software and facilitate the process of e-tendering on application service provider model.

**Note:**

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

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

Contact Details:

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

BSNL : +91-79-2684511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance : +91- 79-26857321, 40007533

E-mail : [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

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

- b) **DPA e-Procurement Portal:** An e-tendering portal of Deendayal Port Authority (“DPA”) introduced for the process of e-tendering which can be accessed on <https://tender.nprocure.com>

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal (“RFP”).

**1) ACCESSING/PURCHASING OF BID DOCUMENTS:**

- (i) It is mandatory for all the Applicants to have Class-III digital signature certificate (with both Signing and Encryption certificate)(in the name of person who will sign the Application) from any of the licensed certifying agency (“CA”) [Applicants can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)] to participate in e-tendering of DPA. The authorized signatory holding Power of Attorney shall only be the Digital signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (ii) To participate in the submission of the Bids against the Application, it is mandatory for the bidders to get registered their firm/Consortium with e-tendering portal <https://tender.nprocure.com> to have user ID and password which has to be obtained by submitting an annual registration charges of INR 5,000/- (inclusive of all taxes to **(n)Code Solutions - a Division of GNFC Ltd.**) through e-payment gateway. Validity of online registration is one year.

**DISCLAIMER**

*The Applicant must read all the instructions in the RFP and submit the same accordingly.*