

Request for Proposal (RFP)

For

Appointment of

Consultant for preparation of DPR, Planning and Designing
for 100 MLD Capacity Desalination plant expandable to
300MLD.

Tender ID No. 14-C/2024

**Executive Engineer (Construction)
Room no. 114, A.O. Building (Annexe),
Deendayal Port Authority
Gandhidham (Kutch) 370 201
M:+91-7575895292,
Email: executiveengineercivil1@gmail.com**

Sr. No:

Date: 16/12/2024

Procurement Schedule

Sr. No.	Particular	Details								
1.	Name of Assignment	Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.								
2.	Issue of RFP Document	Tender Documents can be downloaded from the official website of Deendayal Port Authority www.deendayalport.gov.in or https://tender.nprocure.com								
3.	Last date for Submission of Bid	16/01/2025 at 16:00 hrs IST								
4.	Cost of RFP / Bid Document	Non-refundable : Cost of RFP is INR 1770/- (including GST @ 18 %) (Rupees One Thousand Seven Hundred Seventy only) (Digital mode of Payment at Bank of Punjab National Bank Kandla Branch Account No. 2177002100004628 IFSC code. PUNB0217700)								
5.	Last Date of Receiving Queries on RFP	-NA-								
5.	Estimated Cost	Rs. 4,00,00,000/-								
6.	EMD in Rs.	Rs. 4,00,000/- (Digital mode of Payment at Bank of Punjab National Bank Kandla Branch Account No. 2177002100004628 IFSC code. PUNB0217700)								
7.	Bid Securing Declaration	<p>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 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. Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed “Bid Security Declaration” as per format provided in the tender document failing which the bid shall be considered non-responsive. Bid security declaration format available in the tender document.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section M</td><td>Professional, scientific and technical activities</td></tr><tr><td>Division 71</td><td>Architectural and engineering activities; technical testing and analysis</td></tr><tr><td>Group 771</td><td>Architectural and engineering activities and related technical consultancy</td></tr></table>	Level	Description	Section M	Professional, scientific and technical activities	Division 71	Architectural and engineering activities; technical testing and analysis	Group 771	Architectural and engineering activities and related technical consultancy
Level	Description									
Section M	Professional, scientific and technical activities									
Division 71	Architectural and engineering activities; technical testing and analysis									
Group 771	Architectural and engineering activities and related technical consultancy									

		Class 7110	Architectural and engineering activities and related technical consultancy
		Sub Class 71100	Architectural and Engineering Consultancy Services
8.	Integrity Pact	<p>The bid/tender shall also be accompanied by Integrity Pact Agreement (Annexure I).</p> <p>a. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>b. 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.</p>	
8.	Opening of Technical Bids	16/01/2025 16:30 hrs IST	
9.	Opening of Financial Bids	16/01/2025 16:30 hrs IST	
10.	Condition	<p>All documents to be submitted in online mode only and bidders are requested to participate through https://tender.nprocure.com only however for realization purpose hard copy of bid document shall be submitted within 7 days of opening of bid.</p> <p>Tender fees and EMD or MSE registered bidder valid certificate with bid security declaration form for cleaning exemption in tender fees and EMD.</p>	

ISSUED TO:.....

SIGNATURE OF THE ISSUING AUTHORITY

Note :

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

(n) code Solutions–A division of GNFCL td., (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 : +91-79-30181689

E-mail : nprocure@gnvfc.net

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

CONTENTS

1	Section 1: Letter of Invitation	8
2	Section 2: Instructions to Bidders	10
3	Section 3 : Terms of Reference	32
4	Section 4 : Technical Proposal - Standard Forms	43
5	Section 5 : Financial Proposal - Standard Forms	72

Disclaimer

The information contained in this Request for Qualification cum Request for Proposal document (hereinafter referred to as "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Deendayal Port Authority (DPA) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DPA to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this RFP (the "Bid/ Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by DPA in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DPA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

DPA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in bidding process. Though adequate care has been taken in the preparation of this RFP Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

DPA accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this RFP.

DPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not in any way imply that DPA is bound to select a Bidder or to appoint the Preferred Bidder for the Assignment and DPA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

1 Section 1: Letter of Invitation

Date: 16/12/2024

To,

Sub: Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.

Dear Bidder:

Deendayal Port Authority (DPA) is operating & managing Kandla Port, a protected natural harbor situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch.

DPA is inviting the proposals for “**Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.**” in accordance with the scope of work mentioned in Section 3 (Terms of Reference) in this RFP document (“Assignment”).

The bidders are required to submit soft copies of their bids electronically on the n-procure website, using valid Digital Signature Certificates. The instructions given above are meant to assist the bidders in registering on the n-procure Portal, prepare their bids in accordance with the requirements and submitting their bids online on the above website. More information useful for submitting online bids on the n-procure Portal may be obtained at: <https://tender.nprocure.com>

The Bidder should also submit hard copy of Technical proposal each page signed, stamped & page numbered with index of every details and Financial Proposals to be submitted online only.

The bid documents consisting of the Technical Proposal and Financial Proposal are to be submitted separately in sealed Envelopes named Envelope 1 and 2 respectively and these Envelopes to be put together in sealed Envelope, as described in Clause 2.7 of this RFP document.

The Proposals in sealed Envelope 1 and 2 put together in sealed Envelope and **Super-scribing** the name of the Assignment, shall be submitted to the office of the undersigned on or before **16:00 hrs on 16/01/2025**. The Technical proposal (Envelope 1 only) will be opened at **16:00 hrs** on the same day. Financial Proposals of short-listed bidders will be opened at a specified date and time after intimating them individually.

The selection shall be as per the procedure described in Section 2 (Instructions to Bidders) of this RFP document.

The bidder will be selected based on their Technical Qualification, evaluation of technical proposal and Financial Proposal. However, the decision of DPA pertaining to the selection of consultant shall be final in this regard.

This RFP includes the following Sections:

- (a) Section 1 - Letter of Invitation
- (B) Section 2 - Instructions to Bidders
- (c) Section 3 – Terms of Reference (ToR)
- (d) Section 4 - Technical Proposal: Standard Forms
- (e) Section 5 - Financial Proposal: Standard Forms
- (f) Attachment 1 : Form of Contract

For any further clarifications/additional information, please contact:

Executive Engineer (Construction)
Deendayal Port Authority,
Room No. 114, Ground Floor,
Gandhidham, Kandla,
Kutch, Gujarat – 370 201
M:+91-7575895292,
Website: www.deendayalport.gov.in
E-mail: executiveengineercivil1@gmail.com

Yours sincerely,

Sd/-
Executive Engineer, Construction
Deendayal Port Authority

2 Section 2: Instructions to Bidders

2.1 Introduction

- 2.1.1 Kandla Port is situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. It is a protected natural harbour.
- 2.1.2 DPA is inviting the proposals for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD. in accordance with the scope of work mentioned in Section 3 (Terms of Reference) in this RFP document (“Assignment”).
- 2.1.3 The Bidders are invited to submit a Technical Proposal as per the formats given in Section 4 and a Financial Proposal as per the formats given in Section 5. The Proposal will be the basis for contract and ultimately for execution of the Contract (hereinafter referred to as “Consultancy Agreement”) with the selected bidder.
- 2.1.4 The Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and local conditions, Bidders are encouraged to visit the site before submitting their bid/ Proposal.
- 2.1.5 The Bidders shall bear all costs associated with the preparation and submission of their Proposals. DPA is not bound to accept any Proposal, and reserves the right to annul the bidding process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2.2 Eligibility of Bidders

- 2.2.1 The Applicant for participation in the Selection Process, may be a single entity or a Joint Venture (JV), coming together to execute the Assignment. However, no applicant applying individually or as a member of a JV, as the case may be, can be member of other JV bidding for the Assignment.
- 2.2.2 The Applicant or a member of JV may either be a sole proprietorship firm/ a partnership firm / a company incorporated under the Companies Act 1956/2013 or a body corporate incorporated under the applicable laws of its origin.
- 2.2.3 The Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.

2.2.4 The Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. the Applicant, its JV member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its JV member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its JV member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- ii. A constituent of such Applicant is also a constituent of another Applicant; or
- iii. Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- iv. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- vi. There is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- vii. A firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing further services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- viii. The Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- ix. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- 2.2.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory or a public sector undertaking, DPA, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 Power of Attorney for authorised representative shall also be furnished as per the formats available in the RFP.
- 2.2.8 A firm can bid for a project as a sole consultant. Experience as sub-consultant will not be considered while evaluating the bid.

2.3 Proposal Validity

The Technical and Financial Proposal to be submitted by the Bidders should be valid for a period 120 days from the last date of submission of Bid. In exceptional circumstances, prior to expiry of the Bid Validity Period, DPA may request bidders to extend such Validity Period for a specified additional period by issuing the Addendum to this RFP.

2.4 Bid Security (EMD- Earnest Money Deposit)

- 2.4.1 The Bid Security for the Assignment shall be Rs 4,00,000/- payable (Digital mode of Payment of Bank of Punjab National Bank Kandla Branch Account No. 2177002100004628 IFSC code. PUNB0217700)
- 2.4.2 Any bid/ proposal not accompanied by an acceptable Bid Security shall not be opened and liable to be rejected.
- 2.4.3 The Bid Security of the preferred Bidder will be returned when the preferred bidder has signed the Consultancy Agreement with the Client, and furnished the required performance security to the Client.

- 2.4.4 EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- 2.4.5 EMD is refunded suo-motto with/without any application from the bidders.
- 2.4.6 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 at below 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. Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed “Bid Security Declaration” as per format provided in the tender document failing which the bid shall be considered non-responsive. Bid security declaration format available in the tender document.

Level	Description
Section M	Professional, scientific and technical activities
Division 71	Architectural and engineering activities; technical testing and analysis
Group 771	Architectural and engineering activities and related technical consultancy
Class 7110	Architectural and engineering activities and related technical consultancy
Sub Class 71100	Architectural and Engineering Consultancy Services

- 2.4.7 The Bid Security shall be forfeited in case of :
- The bidder withdraws the bid after bid opening during the period of bid validity.
 - The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
 - The successful bidder fails within the specified time limit to
 - Sign the Agreement or
 - Furnish the required Performances security.
 - In case the contractor fails to commence the work within stipulated time.

2.5 Clarification and Amendment of RFP Document

- 2.5.1 Consultants may seek clarification on this RFP document no later than the date specified in the RFP. The Client reserves the right to not entertain any queries post that date. The Applicants are requested to submit a MS Word file of the queries. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client’s office addressed to:

E-mail: executiveengineercivil1@gmail.com

The Client will endeavor to respond to the queries not later than 1 (one) weeks prior to the PDD. The Client will post the reply to all such queries without disclosing source on its official website.

- 2.5.2 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 prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the nprocure website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Ddate.
- 2.5.3 In order to provide the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, DPA may, at its own discretion, extend the Proposal Due Date. Intimation regarding such extension in the Proposal Due Date would be available as communication to the Bidders on DPA website - www.deendayalport.gov.in as well as on nprocure website : <https://tender.nprocure.com>

2.6 Preparation of Proposal

- 2.6.1 The Proposal shall be prepared in three separate envelope: as follows:

2.6.1.1 Envelope 1: Bid Security Declaration & Cost of Bid Document

Note: - Tender Fee / Cost of Bid Document is exempted for the bidders who are registered with MSME /NSIC. However, they shall submit the valid MSME/NSIC certificate of required category.

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 at below 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. Such bidder shall upload in preliminary bid a scanned copy of valid certificate as well as duly filled and signed “Bid Security Declaration” as per format provided in the tender document failing which the bid shall be considered non-responsive. Bid security declaration format available in the tender document.

Level	Description
Section M	Professional, scientific and technical activities
Division 71	Architectural and engineering activities; technical testing and analysis
Group 771	Architectural and engineering activities and related technical consultancy
Class 7110	Architectural and engineering activities and related technical consultancy
Sub Class 71100	Architectural and Engineering Consultancy Services

2.6.1.2 Envelope 2: Technical Proposal

The information shall be furnished in the formats prescribed in Section 4 of this RFP document.

Technical Proposal

The envelope containing Technical Proposal shall contain the following documents with required information in the formats prescribed in Section 4 of RFP document.

- (a) TECH-1 Letter of Proposal
- (b) TECH-2 Particulars of the Bidder
- (c) TECH-3 Statement of Legal Capacity
- (d) TECH-4A Power of Attorney
- (e) TECH-4B Power of Attorney for Lead Member of JV/Consortium
- (f) TECH-4C Format for Joint Bidding Agreement
- (g) TECH-5 Format for Anti-Collusion Certificate
- (h) TECH-6 Format for project undertaking
- (i) TECH-7 Format for Affidavit
- (j) TECH-8 Financial Capacity of the Bidder
- (k) TECH-9 Particulars of Proposed Key Personnel
- (l) TECH-10 Proposed Approach, Methodology and Work Plan
- (m) TECH-11 Eligible project experience (with summary) of the Bidder
- (n) TECH-12 Eligible project experience of Key Personnel
- (o) TECH-13 Curriculum Vitae (CV) of Key Personnel
- (p) TECH-14 Personnel Schedule
- (q) TECH-15 Activity Schedule
- (r) TECH-16 Details of Consortium Members

The Technical Proposal must not include any financial information except as mentioned above.

The Bidder shall provide all the information as per this RFP Document and in the specified formats. DPA reserves the right to reject any Proposal that is not in the specified formats or in accordance with the terms of this RFP.

2.6.1.3 Envelope 3: Financial Proposal to be submitted online only. No hardcopy of financial proposal or any reference of quoted fees to be submitted with the above documents. The information shall be furnished in the formats prescribed in Section 5 of this RFP document.

Financial Proposal

It shall contain Price Bid and other relevant information in the formats prescribed in Section 5.

The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. DPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

The original Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission for both Technical and Financial Proposals should respectively be in the formats given in Section 4 and Section 5.

All the pages of the proposals (Technical Proposal and Financial Proposal) shall contain Bidder's stamp along with initials in indelible ink. Each page of this RFP document duly signed by the Authorized Person is to be returned acknowledging the terms and condition thereof. The authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written Power of Attorney supported by Corporate resolution accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical Proposal shall be marked "Original". Technical and Financial Proposals submitted without stamp and initial on each page will not be considered for evaluation and Bid will be rejected.

Power of attorney provided by the Director/Vice President etc. authorized to do so by the company shall be accepted provided the bidder has to submit all the resolutions passed by the company's Board.

It is desirable that each Bidder submits the Proposal after visiting the Project Site and ascertaining themselves, the location, surroundings or any other matter considered relevant by them.

It would be deemed that by submitting the Proposal, the Bidder has: made a complete and careful examination of the RFP document, and received all relevant information requested from DPA.

DPA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of all the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

Work Order and Completion Certificate of completed works in languages other than English shall be provided with English Translation certified by authorized translator of Embassy of respective country or by faculty member of a recognized University.

2.7 Bidder's Responsibility

2.7.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk.

2.7.2 It would be deemed that prior to the submission of Proposal, the Bidder has:

- a. made a complete and careful examination of requirements, and other information set forth in this RFP Document;
- b. received all such relevant information as it has requested from DPA; and
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. the Project Site;
 - ii. all the relevant data regarding Detailed Engineering & envisaged & provision for future
 - iii. all other matters that might affect the Bidder's performance under the terms of this document.

2.7.3 DPA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.7.4 Submission, Receipt, and Opening of Proposals

2.7.4.1 Registration

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

(n) code Solutions,

A Division of GNFC,

301 GNFC Infotower, Bodakdev, Ahmedabad.

Tel. 91 79 26857316/17/18 Fax: 91 79 26857321

Mobile: 9327084190 / 9898589652. E-mail: nprocure@gnvfc.net.

The bidders are required to submit soft copies of their bids electronically on the n-procure website, using valid Digital Signature Certificates. The instructions given above are meant to assist the bidders in registering on the n-procure Portal, prepare their bids in accordance with the requirements and submitting their bids online on the above website. More information useful for submitting online bids on the n-procure Portal may be obtained at: <https://tender.nprocure.com>

2.7.4.2 Online bids in Single Stage Three Cover System are invited by the Executive Engineer on behalf of Authorities of the Port of Deendayal (also referred to as Deendayal Port Authority) from qualified & competent firms through Open competitive bidding for the subject work.

ENVELOPE 1 – Bid Security Declaration & Cost of Bid Document

Bid Security Declaration & Receipt (Receipt of payment) of Cost of Bid Document shall be placed in a sealed envelope clearly mark as follows:

**“ENVELOPE 1 – Bid Security Declaration & Cost of Bid Document for
“Request for Proposal for Appointment of Consultant for preparation of DPR,
Planning and Designing for 100 MLD Capacity Desalination plant expandable to
300MLD.”**

Note:- Tender Fee / Cost of Bid Document is exempted for the bidders who are registered with MSME /NSIC. However, they shall submit the valid MSME/NSIC certificate of required category.

ENVELOPE 2 – Technical Proposal

The Technical Proposal shall be placed in a sealed envelope clearly marked as follows:

“ENVELOPE 2 – TECHNICAL PROPOSAL for “Request for Proposal for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.”.

- 2.7.4.3 The above shall be submitted in electronic format only through on line (by scanning) while uploading the bid. This submission shall mean that Bid securing declaration & Tender Fee are received (receipt of payment proof to be submitted). Accordingly offer of only those shall be opened whose Bid securing declaration & Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other proposal documents through R.P.A.D./speed post or in person so as to reach to below address within seven days from the date of opening.

Executive Engineer (C)
A.O. Building, Annex
Deendayal Port Authority
Gandhidham (Kutch) 370 201
Email: executiveengineer1@gmail.com

If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

DPA, at its sole discretion, may extend the Bid/ Proposal Submission Date by issuing an Addendum.

Proposals received after Bid/ Proposal Submission Date shall not be accepted and will be returned unopened to the Bidder.

ENVELOPE 2 – Technical Proposal

The Financial Proposal shall be submitted online only. Clearly mentioned as follows :

“ENVELOPE 3 – The Financial Proposal for “Request for Proposal for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.”

2.8 Evaluation of Technical Proposals

- 2.8.1 As part of the evaluation, the Technical Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the Minimum Qualification Criteria ("Shortlisted Bidders"), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 2.8.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

2.8.3 Technical Proposal Evaluation Stage

- i. The Technical Proposal is received in the form specified in this RFP;
- ii. It is received by the Proposed Due Date including any extension thereof in terms hereof;
- iii. It is accompanied by the Bid Security and Tender Fee as specified in this RFP;
- iv. It is signed, sealed.
- v. Integrity pact, duly signed & sealed and attached
- vi. It does not contain a Financial Proposal
- vii. It does not contain any condition or qualification; and
- viii. It is not non-responsive in terms hereof.

2.8.4 Financial Proposal Evaluation Stage

The Financial Proposal is received in the form specified in this RFQ cum RFP & upload online on <https://tender.nprocure.com>

- 2.8.5 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.
- 2.8.6 As part of the evaluation, the Technical Proposals submitted should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be evaluated further.

2.9 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 nprocure 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.

2.9.1 INTEGRITY PACT

Scanned copy of pre-contract Integrity Agreement (as per appendix) is to be uploaded along with the Preliminary bid. Original hard copy of pre contract Integrity Pact Agreement shall be submitted by post or by hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant

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.

The bidder has to execute Integrity Pact. Pact agreement with Deendayal Port Authority (As per Appendix),

2.10 Minimum Qualification Criteria

2.10.1 Financial Qualification Criteria

Average Annual Turnover during the last three consecutive financial years preceding the date of submission of bid: **(Bidders are required to submit financial turnover document issued by CA with CA's stamp, signature and UDIN no. along with relevant document for verification of turnover failing which the bid will be treated as non- responsive.)**

Sole bidder : INR. 15,00,00,000/-

For JV/JV firm, the lead member should have minimum 70% of Avg. annual turnover from consultancy services for last 3 financial years. (i.e. 70% of 15,00,00,000/- → 10,50,00,000/-)

2.10.2 Technical Qualification Criteria

Sr. No.	Description of Qualifying Projects
1	<p>Two Completed work of Detailed Projects Report / Feasibility Report / Detail Design planning of a minimum or above 80 MLD capacity desalination project.</p> <p>Or</p> <p>One Completed work of Detailed Projects Report / Feasibility Report / Detail Design planning of a minimum or above 100 MLD capacity desalination project.</p>

A copy of the work order & Completion certificate, shall be submitted for verification of the same. Work Order/ Completion Certificate in language other than English should be certified & translated into English by an authorized translator of Embassy of respective country or by faculty member of a recognized University.

2.10.3 Technical Evaluation Criteria:

The Evaluation Committee appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (Ts) as detailed below. The minimum technical score required to qualify technical evaluation is 70 (seventy) marks out of 100 (hundred). A proposal will be considered nonresponsive and will be rejected at this stage if it does not secure 70 marks.

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

Sr. No.	Evaluation Criteria	Marks
I	<p>A - Projects of Preparation of DPR / Feasibility study / Planning & Design for Desalination plant.</p> <ul style="list-style-type: none"> 2 Projects of capacity ≥ 100MLD → 10 Marks Max (5 Marks for Each Project) 2 Projects of capacity ≥ 50 MLD → 8 Marks Max (4 Marks for Each Project) 2 Projects of Capacity > 0 MLD → 6 Marks Max (3 Marks for Each Project) <p>B - Projects of EC and/or CRZ clearance obtained for</p>	30 Marks

Sr. No.	Evaluation Criteria	Marks
	Desalination plant. • 2 Projects → 6 Marks Max (3 Marks for Each Project)	
II	Adequacy of the proposed project management and technical approach, work plan and methodology in response to the TOR.	20 Marks
	• Project appreciation and understanding of assignment	05 Marks
	• Project approach and methodology	10 Marks
	• Work plan and manning schedule	05 Marks
III	Qualification and competence of the key staff for the Assignment.	50 Marks
	Total Points	100 Marks

Qualification and Competence of Key Personnel & Support Technical staff

Sr. No.	Position	Criteria of Qualification / Experience	Marks
1	Team Leader Cum Project Expert (15 Marks) Duties: The Team Leader Cum Project Expert will be overall in charge of the assignment. He shall act as Representative of the consulting firm appointed by the DPA. His duties will involve overall superintendence over the work carried out by other Key Personnel's and support team members. He will guide, monitor, supervise and control all the activities related to Detailed Project Report (Techno, Environmental & Commercial feasibility study) for proposed Installation of plant. He will interact with the DPA officials, PMC & DEDC teams on regular basis. He will attend all review meetings.	<ol style="list-style-type: none"> 1. Post Graduate/ PGDM/ Masters in Public Health / Environmental Engineering from recognised university. (2 Marks) 2. Total Professional Experience of 15 years in handling Consultancy Contracts & At least 10 years experience as Team Leader/Sr. Resident Engineer/Project Manager in the field of Preparation of DPR / Feasibility study / Planning / Installation of Desalination plants, intake & outfall structures in the capacity of Team Leader. (3 Marks) 3. He should have handled at least two projects for Installation of plants of capacity morethan 50 MLD. (10 Marks) 	15 Marks
2	Process Design Expert Duties: He shall be responsible for process design of proposed Installation of plant. He should have hands on experience in design of Intake system, Outfall system, Process design of desalination plant & reject water disposal system. He should have worked for at least two similar projects of 10 MLD capacities.	<ol style="list-style-type: none"> 1. Post Graduate in Public Health Engineering / Environmental Engineering / Civil Engineering from recognised university. (2 Marks) 2. Total Professional Experience of 07 years in handling Consultancy Contracts & At least 7 years years in process 	10 Marks

		<p>design of desalination plants in the capacity of Process design Expert. (3 Marks)</p> <p>3. He should have handled at least 2 projects for Installation of Desalination plants of capacity more than 50 MLD. (5 Marks)</p>	
3	<p>Finance Expert cum Contract Specialist Duties: He will be responsible for preparation of financial viability, tariff calculation, approval of tariff from competent authority. He will prepare financial statements such as IRR, NPV, cash flow & such relevant tasks. He should have experience of two eligible assignments. 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 Site Engineers, and shall issue directions/procedures/formats of recording/reporting for measurements of executed work. He will also act as a contract specialist for the construction package, even though the thrust of his responsibilities will be in the areas of Billing / 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 by Quantity Surveyor.</p>	<p>1. Chartered Accountant/MBA in finance. (4 Marks)</p> <p>2. Professional Experience of 10 years in contract specialist / tendering / Estimation/ Budget for Desalination Plant projects. (6 Marks)</p>	10 Marks
4	<p>Environmental Specialist Duties: He will be reporting to the Team Leader and give input as and when required during the work. will be responsible for a range of duties, including but not limited to conducting environmental impact assessments (EIAs)/ environmental management plans (EMPs) to ensure compliance with local regulations and international standards. Ultimately, the Environmental Specialist's goal is to ensure to get all the details mentioned in Scope of work under module 3 of tender document.</p>	<p>1. Post Graduate in Environmental/Civil Engineering from recognized university. (2 Marks)</p> <p>2. Total Professional Experience of 10 years in Environmental Specialist work. (3 Marks)</p> <p>3. He should have handled as Environmental Engineer at least two Desalination Projects of capacity more than equal to 50MLD. (5 Marks)</p>	10 Marks
5	<p>Survey Expert cum Co-Ordinator Duties: He will be responsible for all tasks related to land & marine survey. He will be reporting to team leader. He will prepare survey drawings, marking of proposed plant layout on survey drawings & relevant tasks. He will be full time at DPA on all working days as a co-ordinator. The Survey Expert cum</p>	<p>1. Graduate in Civil Engineering from recognized university / Institute. (2 Marks)</p> <p>2. Total Professional Experience of 5 Years in Desalination plant(sea water based) /water treatment projects / offshore</p>	5 Marks

	Co-Ordinator would be entitled to 15 days' leave in a year (12 months from the date of engagement and proportionate in case of shorter period of engagement) which may be availed of with prior approval. For any absence in excess of 15 days, pro-rata deduction will be made for period of absence from monthly payments further per day R.1500 shall also deducted for absent days. more than 15 leaves.	works. (3 Marks)	
--	---	------------------	--

- Only those projects will be considered for evaluation above, where the input of the personnel is for complete work.
- Age of the Key Personnel proposed should not be more than 65 (sixty five) Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the Key Personnel with the firm.
- The Key Personnel proposed above should be available for presentations/ discussions/ meetings with the Client, State Government and Ministry of shipping New Delhi.
- A summary of experience (in one page) is to be provided by the consultant for each of the Key Personnel with their regular C.V.
- The consultant may require to deploy additional manpower for the project as they may feel necessary. However, the CV's of only the above-mentioned experts shall be used for the purpose of technical evaluation.

2.11 Evaluation criteria for the CV of Key Personnel.

- 2.11.1 Detailed evaluation for each Key personnel will be carried out by the evaluation committee based on criteria for evaluation of the qualification and competence of the Key Personnel for the assignment
- 2.12 The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of international experts/expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.
- 2.13 Evaluation of Technical proposal will be evaluated pursuant to provisions specified in 2.10.3 above. Marks for each category in (i), (ii) & (iii) will be given based on responsiveness of the details furnished by the bidders.
- 2.14 Final Technical score 'Ts' will be out of 100 marks & technical proposal submitted by bidder should secure minimum 70 marks. Technical score thus arrived will be carried out further to derive weighted score of the proposal submitted by the bidder. If bidder fails to submit some documents in his technical proposal, DPA will not ask for shortfalls & carry out evaluation on the basis of available documents.
- 2.15 The Client will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter or electronic mail.
- 2.16 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.17 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.
- 2.18 The financial Proposals of Qualified Bidders shall be opened. Financial proposal will be given financial score 'Fs' out of 100 marks. Lowest bidder will secure 100 marks & financial score for others will be derived as given below.

$$Fs = 100 \times Fm / F$$

Where

Fm = Amount of financial proposal of lowest bidder in INR

F = Amount of financial proposal in INR under consideration

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

Total score will be weighted average of the technical score (Ts) and financial score (Fs). Technical evaluation score will have 70% weightage and the financial score will have weightage of 30%. The weightage average total would be the determining yardstick for selection of the preferred consultant.

Final score = Ts X 70 + Fs X 30

100

2.19 Availability of Key Personnels/Experts & Support technical staff

- 2.19.1 **Key Personnels** - The Bidder shall ensure availability of the requisite Professional Staff/Key Personnel as specified in clause no. 2.10.3 during tenure of the project and they shall collectively form a dedicated team available for the Assignment. DPA shall not consider substitutions during the contract unless both parties agree in writing to such substitution. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. The Team Leader shall remain present for all interim and final deliverable presentations and review meetings during the tenure of assignment.
- 2.19.2 It should be noted that requirement of Key Personnel's specified in clause no. 2.10.3 is minimum. Bidders are advised to assess their own requirement for additional staff. Cost of such additional staff will be deemed to be inclusive in the quoted cost by the bidder.
- 2.19.3 The bidder shall be required to depute the key personnel and/or provide clarification if required during the construction phase. The rates quoted shall be inclusive of same. Bank Guarantee will be released after 1 year of completion of work of consultancy contract.

2.20 Confidentiality

- 2.20.1 Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

2.21 Right to Reject any or all Proposals

- 2.21.1 Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.21.2 Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
- At any time, a material misrepresentation is made or discovered, or
 - The Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

- 2.21.3 Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the bidding Process.

2.22 Property Rights of Assignment Outputs

- 2.22.1 Consultant shall hand over all the related workings and outputs of the Assignment generated for executing the Assignment as and when requested by DPA and on successful completion of the Assignment in editable soft and hard copies.
- 2.22.2 Such database, records, analysis, documents, working papers, workable and editable database as developed for the Assignment and all related workings and outputs are the Sole Property of DPA and the Consultant shall treat all these information Confidential and shall not share with anybody else except on specific written instructions of DPA.

2.23 Award of Contract

- 2.23.1 The contract will be awarded to the bidder whose proposal will secure highest wighted score pursuant to procedure as mentioned in Clause no 2.18.
- 2.23.2 In case weighted score of the proposal submitted by two bidders is equal, selection will be on the basis of lowest cost quoted by the bidders.
- 2.23.3 Letter of Acceptance (LoA) will be issued to commence work on the Assignment as described in this document.

2.24 Performance Security.

- 2.24.1 Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as FDR / Bank Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or submitted in Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427IFSC code. BARB0GANKUT) within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded 3 Months after successful completion of the work and after payment of final bill.
- 2.24.2 Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

2.25 Signing of the Consultancy Agreement

- 2.25.1 The Client will notify the selected Bidder that his/ its Bid has been accepted, the Client will send such selected Bidder, the Form of Agreement, incorporating therein specific agreement reached between the parties.

2.25.2 Within 07 days of issue of the Letter of Acceptance (LoA), the Client shall prepare the **Consultancy Agreement** (as per Attachment 1: Form of Contract), in duplicate, on non judicial Stamp Paper of Rs.300/- (Rupees Three Hundred Only) and the the Consultant shall meet the Client during normal office hours on any working day acceptable to the Client to sign the said Agreement of this RFP document. One copy of the signed Agreement will be provided to the **Consultant**, and the original will be retained by the Client

2.25.3 Within 07 days of the signing of the Contract or such other day, Client will issue workorder for Commencement to **Consultant** for Work.

2.26 Insurance & Risk Coverage

2.26.1 The Consultant is required to have appropriate insurance cover as mentioned below:

- (a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the bidders or their personnel or any Sub-bidders or their Personnel for the period of Consultancy.
- (b) Third Party Liability Insurance with a minimum coverage around for Rs. 1.0 Million for the period of Consultancy.

Professional liability insurance with a minimum coverage of total Consultancy Fee to be paid to the Consultant.

- (c) Employer's Liability and Worker's Compensation Insurance in respect of the Personnel of the bidders, 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.

It may be noted that all insurance and policies shall start from the date of commencement of the Assignment and remain effective as per relevant requirement of the Contract/Agreement.

2.27 Limit of Liability

- i. Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to any claims, acts, actions, demands or damages arising out of its performance of this Agreement, shall not be liable to the Client:
- ii. for any indirect or consequential loss or damage; and
- iii. for any direct loss or damage that exceeds the total value of the Contract;

This limitation of liability shall not

- (a) affect the Consultant liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

- (b) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.

2.28 LD at the rate of 0.5% (of total contract value) per week upto a maximum of 10% (of total contract value) for delays attributable to the activity / lack of activity of the Consultant. DPA reserves the right to forfeit the Performance Security and Retention Money to recover the penalty in case the delay exceeds three months. However, if the completion of services is delayed due to reasons beyond the control of the Consultant, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. Such extension shall be granted at no extra cost to DPA. The Consultant shall also suitably extend the validity of the Performance Security.

The Survey Expert cum Co-Ordinator will be full time at DPA on all working days as a co-ordinator. For any absence of in excess of 15 days, pro-rata deduction will be made for period of absence from monthly payments further per day R.1500 shall also deducted for absent days. more than 15 leaves.

2.29 The project shall be continuously monitored by the DPA and the decision of DPA in this regard shall be final and binding on Consultant.

2.30 Force Majeure

2.30.1 Definition (a) For the purposes of this RFP, “Force Majeure” means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme adverse weather conditions, strikes, lockouts or other industrial action (except when 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.

2.31 Periodic Reports by the Consultant

The Consultant shall prepare and submit its monthly progress reports to the Client in three copies within first 7 days of the following /next month. Reporting shall continue until the Consultant has completed all deliverables as per the Scope of Work and the successful completion of Contract.

2.32 GST Clause:

- (a) 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. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment/cred it given to contractors/professionals and others for work order/contracts exceeding Rs. 2,50,000.00

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

2.33 Deleted.

2.34 Deleted.

2.35 Deleted as repeated.

2.36 INCOME TAX DEDUCTIONS FROM BILLS : Income Tax deduction @ prevalent rate and surcharge/GST as applicable on the payments to the contractor will be deducted from the bills as directed by the central board of director taxes, Ministry of finance, Government of India.

2.37 Termination

2.37.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.

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

- (a) The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
- (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
- (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
- (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- (f) The contractor does not maintain a security which is required.
- (g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- (h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (i) If the contractor has contravened clause 1.37 and clause 3.9 of condition of contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

2.37.3 When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub Clause. 3.59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

2.37.4 Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

2.37.5 If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

2.38 Payment up on Termination.

2.38.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.

2.38.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

2.39 Designated officers of DPA

Client	: Chairman, DPA
Engineer	: Chief Engineer
Engineer-in-Charge	: Executive Engineer, Construction

3 Section 3 : Terms of Reference

3.1 General

The DPA seeks the services for carrying out a **Consultancy Services for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.** The report shall include a techno-economic viability study including the financial viability of the Project. The Terms of Reference (the “TOR”) for this assignment are specified below.

3.2 Objective

The objective is to conserve the portable water and provide sea water to the industries after the process of Desalination as an environment protection measure.

1. Technical Feasibilities studies and Submission of Reports. The consultant will carry out the detail geographical and topographical analysis for the site and project influence area, collect sample of the water and after testing asserting its quality & suitability for the use in most economical way.
2. Financial viability: Assessment of the site, recommendation of most suitable site after conducting exercise to asserting Financial viability. Suggest various suitable alternative models of Implementation.
3. On final selection of suitable alternative, the consultant shall submit Detail Project Report (DPR)
4. Consultant shall assist in obtaining necessary approvals/ Clearance from concerned authorities. The consultant shall assist in obtaining Environmental /CRZ Clearance for DPA. Shall prepare the requisite reports and drawing etc.
5. Assisting in selection of agency for execution and installation of Desalination plant.

To engage suitable consultant for preparation of DPR, Planning, and Designing for a 300 MLD Capacity Desalination Plant, Dist : Kutch, Gujarat. Schematic map of site location is placed at **Annexure-A**.

The project shall be procured on Engineering Procurement & Commissioning basis. Commercial operation shall begin on Commercial Operation Date (COD) & the project shall be under normal operation handed over to Deendayal Port Authority after commissioning.

Based on Demand-Supply analysis the project implementation may also be phased.

3.3 Scope of Work

The scope of work for the study is as per but not limited to the following Terms of Reference. Aim is to assess demand-supply scenario, willingness to pay, technical assessment, identification of various approvals requirement & viable financial structuring & project documentation (which includes RFP/tender, Technical schedules to be incorporated with EPC / PPP agreement & other relevant documents).

3.3.1 Module-1: Reconnaissance survey and Data Collection:

The consultant will carry out detailed Geographical & Topographical analysis of site and project influence area, which will include Rivers, Natural Drains, Canals, Ponds, Creeks, Estuaries, Wet lands, Rural-Urban boundaries, Terrain/ Contours etc. details. In process they will also collect climatic information for appropriate period, like temperatures, winds, rain, evaporation etc.

The consultant shall also examine environmental aspects like forest area, marine park, other water bodies, Eco-sensitive Zone, Bio-diversity, Sanctuary, CRZ boundary/category and special Biological Significance area etc.

They will gather High Tide line, Low tide line and seasonal variation data for duration appropriate to set up such capacity sea water-based desalination plant. This may involve both secondary data gathering and primary investigations.

The project influence area may also be examined in terms of disasters like Seismic, Flood, and Storm etc. Mapping of existing & proposed Infrastructure details (Surface & Underground) including Heritage site around proposed site and collection of relevant Data/Map/Reports etc. The investigation shall also highlight any legal and other restrictions with reference to setting up of such plant and suggest appropriate mitigation requirement/approvals.

The consultant would also carry out basic geotechnical investigations, Soil investigation, Soil characteristics, and Soil Strata etc. and any other survey/investigation as deem fit by consultant shall be conducted by bidder. Bidder shall include all the testing cost required in the quote.

Detailed Bathymetric survey and any other necessary marine Geographical survey needs to be carried out at every 25 m and to gather sea water quality data (i.e. Salinity, Turbidity, Temperature, sea depth, sea bed characteristics, etc.) to suggest Intake and Outfall locations and for Intake and outfall design.

The consultant shall in process also carry out detailed Socio-Economical investigation of the project influence area like (habitation locations, Population, Occupation, Education, Health etc.)

3.3.2 Module-2: To prepare Technical and Economical viability reports;

Technical Assessment shall comprise of but not restricted to the following;

Based on the information gathered during Module-1 stage, the consultant shall identify and propose technical elements of the project. This will include but not limited to project phasing (if any), Inlet and outfall location coordinate options, and civil structure/foundation requirements for inlet and outfall system, alignment and likely pipe-diameters etc. It will also capture details of all approval and clearance requirement and name of associated approval agencies. Consultants shall also obtain approvals from concern authorities for DPA.

The consultant shall also fix the output water quality parameters acceptable to bulk consumers and local industries. They will also fix the reject water disposal parameters at outfall.

The consultant shall also suggest output water distribution modality to the Bulk consumers. Considering this the consultant may suggest output sump/storage location, water measuring location and optimal water distribution system.

The consultant would also assess power requirement for the plant.

The consultant would examine various desalination technologies and tentative Plant layout with such technologies, Desalination Project Components & land requirement. This would include operation and maintenance space requirements and quality control space requirement like lab setting space. Such recommendation may also integrate the plant site with existing infrastructure facilities (Road, Water, Drainage, Power etc.)

Finally, the consultant shall highlight various Technical and legal constraints and suggest appropriate mitigation measures also Work assist for PIB/EFC/ EC Clearance / CRZ Clearance and relevant proposals for granting administrative / financial approvals from ministry / statutory authority/ & other .

Consultant shall prepare Operation & Maintenance manual including but not limited to, What to do, How to do & expected fixed maintenance with details of spare parts & relevant cost.

The consultant to propose phase of development of 300 MLD plant. The consultant shall explore possibility of installation of desalination plant technologies for the above stated capacities. The consultant shall plan for technical proposals of desalination plant as per above phasing. The consultant shall explore possibility of installation of modular type desalination plant technologies.

Techno-Commercial Modeling:

Based on technical assessment the consultant shall estimate and suggest the Desalination project cost of suggested options and the yearly Operation & Maintenance cost. This analysis shall also include cost up to inlet, outfall and output water storage sump. For this, the consultant may study two world class project of similar nature at national or international level to support own recommendations, and after detailed financial analysis the consultant shall suggest appropriate project financing model options and cash flow options. Such model will propose various output water tariff scenarios over 30 years, for both with or without water distribution cost component. In such model they may also capture various financial incentives /exemptions/concessions/subsidies that may be tapped for such project. They may also suggest suitable model to procure/implement/construct such project and acceptable Tariff policy.

They would examine all financial and legal aspects to recommend suitable project implementation strategy and institutional mechanism. This will include compilation of various associated risks and most appropriate mitigation mechanism recommendations.

3.3.3 Module-3 Environmental Impact Assessment (EIA):

The consultant (**NABET accredited**) has to study, analyze and propose all compliances required to set up such plant at identified location and its operation and maintenance over project span of minimum 30 years. Hence they would analyze site conditions in terms of coastal ecosystem and prepare ecological assessment of Plant site and Pipeline corridor.

The consultant shall obtain Environmental and/or CRZ Clearance for DPA, to fulfill these activities. The consultant has to include this in his quote accordingly.

A rapid Environment Impact Assessment (EIA) report should be prepared along with mitigation measures. The report would conclude with summary of approval required & details of approving/clearance authorities along with way forward. In this regard consultant is required to prepare documents for submission for getting environmental clearance from competent authority, attend meetings, and deliver presentations & such relevant tasks necessary to obtain environmental clearance. Consultant is also required to obtain clearance from CRZ authority related to Intake/Outfall/Desalination plant/Pipeline corridor passing through CRZ area.

The consultancy firm must assess and advise on the necessary clearances based on the plant design, location, and other relevant data, determining whether Environmental Clearance (EC), Coastal Regulation Zone (CRZ) clearance, or both are required. The consultant is responsible for providing comprehensive services to obtain the necessary clearances—either EC, CRZ, or both—as per the plant’s requirements for the 300 MLD desalination plant. The scope of work for each clearance process shall be carried out separately or together, as applicable.

- i) The consultant shall prepare the proposed TOR (if Required) for the project, including the necessary Pre Feasibility Report (PFR), based on project details. The TOR(if Required) shall be submitted to and approved by the concerned statutory authority, whether for EC, CRZ, or both.
- ii) Any specific study/studies suggested in the TOR finalized by the competent authority for EC and/or CRZ shall be undertaken.
- iii) If a public hearing is required as per the TOR for EC and/or CRZ clearance, the consultant shall provide technical assistance to DPA.
- iv) For projects requiring CRZ clearance, the consultant shall undertake CRZ mapping through an authorized agency of MoEF&CC, GoI, as per the provisions of the CRZ Notification.
- v) For projects requiring EC and/or CRZ, the consultant shall prepare the Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP) reports as per the TOR finalized by the competent authority.
- vi) The consultant shall obtain CRZ clearance from the Forest & Environment Department, Government of Gujarat (GCZMA), if CRZ clearance is required.
- vii) The consultant shall obtain the necessary No Objection Certificate (NOC) and Consent to Establish (CTE) from the Gujarat Pollution Control Board (GPCB), regardless of whether EC, CRZ, or both are required.
- viii) The consultant shall be responsible for obtaining the required Environmental Clearance (EC) and/or CRZ clearance from the concerned statutory authority.

Deliverables

- i) **EIA/EMP Reports:** 10 copies of the EIA/EMP report prepared as per the TOR finalized by the competent authority for EC, CRZ, or both, depending on the requirement.
- ii) **CRZ Maps (if applicable):** 2 copies of the CRZ maps along with the report, prepared by an authorized agency of MoEF&CC, GoI (if CRZ clearance is applicable).
- iii) **Time Schedule of EC and/or CRZ :** The schedule shall be 12 months from Submission & acceptance of Detailed Project Report & Detailed Design
(Total Time period of Work = Part B & Part B-1 can be started after submission & approval of Stage 3 of Part A(i.e. at D+5 Months), so Total timeline 5 Months (Stage 3 of Part A) + 12 Months (Part B and B-1) = 17 Month).
- iv) **Schedule of Payment :** The consultant will quote separate lump sum prices for EC and CRZ clearances. The payment will be made based on the actual work conducted for each clearance, and no payment will be made for the portion of the work that is not required or not done as per plant requirement.

Additional Notes: The consultant shall be responsible for all necessary follow up and coordination with statutory authorities during the clearance process, including facilitating the submission of requisite forms, providing presentations, attending meetings, and addressing queries raised by the authorities.

3.3.4 Module 4: Detailed Project Report & Basic Design

Based on outcomes of Module 2 & 3, Consultant has to prepare design basis report & Basic design of the project. Design should be based on latest provisions of IS and/or

international standards. Consultant has to take into account latest technologies in use on national / international level.

Consultant has to prepare drawings for Installation / Construction of plant. This shall include but not limited to master plan, GA Drawings, layout of the proposed desalination plant, Inlet & Outfall structures, Pipeline layouts from inlet to desalination plant & desalination plant to Outfall, Pipeline layout from desalination plant to SIPC location 2, SLD for Electrical works etc.

Based on design & drawings consultant has to prepare cost estimates based on DPA SOR. For items not covered under DPA SOR, consultant shall prepare rate analysis based on market rates. Consultant has to prepare detailed specifications for all of the items in cost estimates.

Consultant has to give presentation to DPA authorities, MoPSW or any other relevant concern authorities based on client requirement.

3.3.5 Module-5 Tender Preparation / Documentation :

Based on Module-1 to Module-4 report findings & suggestions of DPA, the consultant shall finally develop the following documents:

Consultant is required to recommend to DPA suitable model for installation of Desalination plant. Based on Design, Drawings & Cost estimates, Consultant has to prepare tender documents for construction/installation as well as for O&M works.

All the submissions of documents/reports shall be in 3 hard copy in physical & soft copy in editable formats.

It is intimated that Consultant may be required to carry out some tasks relevant to scope of work but not specified. Cost such work will be deemed to be inclusive in the quoted cost by the bidder.

3.4 Other Conditions

- 3.4.1 The officers of Client or any representative thereof may visit the Project Office during office hours for inspection and interaction with Consultant's Personnel. The Key Personnel will be deployed at the Project Office, as per the deployment schedule agreed with the Client.
- 3.4.2 All statutory fees required to pay by Consultant in fulfilment of the contract obligations shall be paid by the consultant. Cost of which will be included in the offer.
- 3.4.3 Consultant is required to complete various tasks within specified timeframe. Delay in fulfillment of tasks will attract penalty at 0.5% of contract value penalty for per week delay or part thereof. Amount of such penalty shall be maximum 10% of contract value.
- 3.4.4 After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client, furnish such clarification to the satisfaction of Client within five (05) working days without any extra charge.
- 3.4.5 The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.
- 3.4.6 Payment against services will be released to bidder against deliverables as given in clause 3.6. If selected bidder desires to claim pro rata payment against deliverables of individual infrastructure & services, he should prepare & submit further break of payment deliverable to Engineer for approval. No payment will be released against part completion of deliverable for individual infrastructure & services.
- 3.4.9 Consultant is fully responsible for any advice and/or for any service rendered to the employer, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of contract. The Consultant has to have 100% accountability on its part, for delivering the advice and services, provided by the Consultant.

3.5 Financial Bid for the services.

Consultant is required to submit his lump sum quote against items as given in table below.

Sr. No.	Description	Amount
A	Preparation & submission of Techno Commercial Viability Study & Detailed Project Report & Tender Documents.	
B	Preparation of documents for CRZ Clearance & assisting in obtaining the same. (75% of quoted Amount)	
B-1	Preparation of documents for Environmental Clearance & assisting in obtaining the same. (25% of quoted Amount)	
	Total	

(In Words INR -----)

Notes

- 1) Client reserves right to stop the services of the consultant at any stage during the tenure of services.
- 2) Payment for the services carried out by the Consultant shall be made up to the stage of work completed by the consultant.
- 3) Payment schedule is given in clause No. 5.6

3.6 Period of Assignment & Payment Schedule

Period of assignment is 17 Months. The breakup of the period of Assignment & payment schedule as per the Terms of Reference is as follows:

Sr. No.	Task	Payment	Time span for Submission
	Award of Contract – Start Date		D
Part A	Preparation & Submission of Techno Commercial Viability Study & Detailed Project Report & Tender documents		
1	Submission of Technical assessment report (As per module 1 Clause 3.3.1 & Module2 Clause 3.3.2)	20% of Fees after acceptance	D + 2 Months
2	Submission of Techno Commercial viability Report (As per Clause 3.3.2.2)	20% of Fees after acceptance	D + 3 Months
3	Submission of Detailed Project Report & Design (As per Clause 3.3.4 (In case the project is Techno commercial Viable))	40% of Fees after acceptance	D + 5 Months
4	Preparation & Submission of documentation schedules, Tender Document (Technical Schedules, Formats, Annexures etc. required for a Tender Document.) (As per Clause no 3.3.5)	20% of Fees after acceptance	D + 6 Months
		100%	

In case the project is Techno commercially Viable			
Part B - Preparation of documents for CRZ Clearance & assisting in obtaining the same.			
Part B-1 - Preparation of documents for Environmental Clearance & assisting in obtaining the same			
Sr. No.	Task Description	Part B % of Lump Sum Amount Quoted for CRZ (Part B as 75% of quoted amount)	Part B-1 % of Lump Sum Amount Quoted for EC (Part B1 as 25% of quoted amount)
1	Approval of Terms of Reference (TOR) (if required): After approval of the TOR from the competent authority for either EC, CRZ, or both, as applicable.	10%	20%
2	Preparation of EIA/EMP Report: After preparation of the EIA/EMP report as per the approved TOR and submission.	30%	30%
3	Submission of CRZ Mapping (if applicable): After	5%	NA

	submission of the CRZ maps (prepared by the authorized agency of MoEF&CC, GoI)		
4	Obtaining CRZ Clearance (if applicable): After obtaining CRZ clearance from Gujarat State Coastal Zone Management Authority (GCZMA), if required.	15%	NA
5	NOC/CTE from GPCB: After obtaining the No Objection Certificate (NOC) and Consent to Establish (CTE) from Gujarat Pollution Control Board (GPCB).	10%	20%
6	Final Environmental and/or CRZ Clearance: After obtaining final EC, CRZ, or both clearances from the competent authority, as applicable.	30%	30%
	Total timeline for EC and/or CRZ (12 Months)	100%	100%

Explanation:

- Combined Quote for EC and/or CRZ: The consultant will provide single price quotation: for EC and/or CRZ clearance. Payment will be made accordingly based on the completion of work related to either or both clearances. (i.e. Part B CRZ will have weightage of 75% of quoted Amount whereelse Part B-1 EC Clearance will have weightage of 25% of quoted Amount)
 - Payment Release Based on Work Done: If only CRZ clearance is required, payments will follow the CRZ related schedule (Part B in above table). If only EC is required, payments will follow the EC related schedule (Part B-1 in above table). If both EC & CRZ clearance are required payment shall be made as per Part B & B-1 above.
 - Adaptability: If both clearances are required, the payment schedule ensures that DPA compensates the consultancy progressively for both EC and CRZ tasks. If only one clearance is required, the corresponding payment will be released only for the work performed as specified in Part B & B-1.
- a) In case Technical viability is not established after technical assessment, further scope of work will not be taken up by Consultant. Payment towards work carried out till technical assessment stage shall be made to consultant on mutually agreed terms.
 - b) The above table does not include the time taken for granting approvals by Deendayal Port Authority (DPA) /Government of Gujarat/India. No compensation will be given to consultant if project gets extended under any reason except as agreed by DPA.
 - c) Acceptance means, after submission of reports and after the Consultant has made presentations to the DPA/ Committee/ Government of India (GoI), the DPA will issue a letter of acceptance along with comments / suggestions of the DPA on the report;
 - d) The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG / GoI in connection with the Services and whenever advised by DPA in consultation with the Consultant.

- e) The Consultant shall submit the final report within 01 week after receiving changes/ modifications as per DPA/ Steering Committee/ State Government suggestions.

3.7 Custody of Reports/ Data etc.

Original drawings/Maps/Atlas/data/charts/ photocopies of classified documents such as topo-sheets etc., and all other documents received from the client/Govt. departments, shall remain in the custody of the Consultant during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

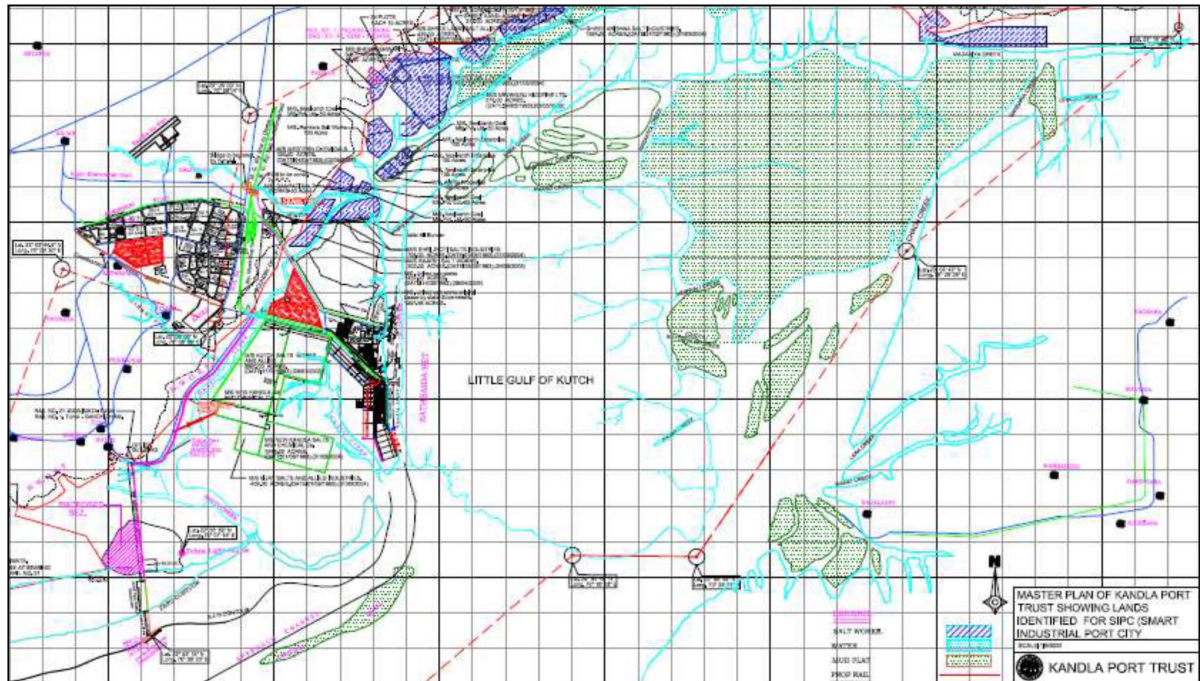
3.8 Property of the Client

- i) All work submitted to the client by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant;
- ii) All data collected, financial model developed for this assignment would be the property of the client and to be submitted to the client in soft copies and in hard copies, in whichever form it is available along with the final report;

3.9 Responsibilities of the Consultant

- The Consultant shall be responsible for all the data and/or designs and drawings given by them;
- The Consultant shall conduct independent studies at their own cost for all the inputs for carrying out the assignment;
- The Consultant shall be responsible for all the necessary instrument, equipment and software required to carry out the study at their own cost;
- The Consultant shall choose to design the type of sub-structure and super-structure as per the BIS specification/ CPHEEO/relevant stipulated Govt. guidelines;
- The Consultant shall have to make their own arrangement for office accommodation, equipment, software and stationary for carrying out the assignment. No office accommodation shall be provided by the DPA
 - DPA shall provide only one suitable seating arrangement with chair & table for full time co-ordinator at DPA.
- The Consultant shall require making necessary provision for housing their staff. No assistance shall be provided by the DPA;
- The Consultant has to arrange Entry Permit from CISF/concern authority for entry of their staffs, labors and boat arrangement.
- The Consultant shall have to make their own arrangements for necessary computer software and hardware and transportation facilities;
- Visit to relevant Gov. Authorities & correspondence therewith.

Annexure A Kandla Map



4 Section 4 : Technical Proposal - Standard Forms

To be submitted in the sealed Envelope 1
Checklist of Submissions

TECH-1	Letter of Proposal
TECH-2	Particulars of the Bidder
TECH-3	Statement of Legal Capacity
TECH-4A	Power of Attorney
TECH-4B	Format for Power of Attorney for Lead member of Consortium
TECH-4C	Format for Joint Bidding Agreement
TECH-5	Format for Anti-Collusion Certificate
TECH-6	Format for project undertaking
TECH- 7	Format for affidavit
TECH-8	Financial Capacity of the Bidder
TECH-9	Particulars of Proposed Key Personnel
TECH-10	Proposed Approach, Methodology and Work Plan
TECH-11	Eligible project experience (with summary) of the Bidder
TECH-12	Eligible project experience of Key Personnel
TECH-13	Curriculum Vitae (CV) of Key Personnel
TECH-14	Personnel Schedule
TECH-15	Activity Schedule
TECH-16	Details of Consortium Members

TECH-I

LETTER OF PROPOSAL

[On the Letter Head of the Bidder]

(Date and Ref)

To,
The Executive Engineer, Construction
Deendayal Port Authority (DPA)

Sub: **Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.**

Dear Sir,

With reference to your RFP Document dated, I/we, having examined RFP documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for **"Request for Proposal (RFP) for Appointment of Consultant for**

preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD." This proposal is unconditional and unqualified.

1. I/We acknowledge that DPA will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to DPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of DPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum which may be issued by DPA;
 - b) I/We do not have any conflict of interest in accordance with the terms set forth in this RFP document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DPA or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with the RFP document.
7. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

8. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DPA [and/ or the Government of India/Gujarat] in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Assignment.
11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
12. I/We agree to keep this offer valid for six months from the Proposal Due Date specified in the RFP.
13. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided at TECH-4A.
14. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
15. The Financial Proposal is being submitted in a separate Envelope. This Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the RFP and shall be binding on us.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.
17. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
18. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP document

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder / Lead Member)

Note:

TECH-2
PARTICULARS OF THE BIDDER

1	Title of Assignment: Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.																								
2	<p>Details of Bidder including :</p> <p>Name of Bidder:</p> <p>Brief description of the Bidder:</p> <p>Country of Incorporation:</p> <p>Date of incorporation and / or commencement of business:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"><thead><tr><th style="width: 8%;">Sl. No.</th><th style="width: 15%;">Name of Member</th><th style="width: 20%;">Type of Organisation or Company Structure</th><th style="width: 15%;">Principal Office, Branches</th><th style="width: 20%;">Main lines of business, Core Area/ Strength</th><th style="width: 12%;">Role of the Member</th></tr></thead><tbody><tr><td style="text-align: center;">1</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">2</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">3</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table> <p><i>Role of each Member should be clearly identified and specified by mentioning the level of engagement in executing this Assignment.</i></p> <p>Location of Principal Office that will be responsible for the implementation of this work: (a) India (b) other</p> <p>Demonstrate their credentials through national / international awards / any other distinctions</p> <p>Contact and Communication Details:</p> <p>Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Bidder:</p> <p style="margin-left: 40px;">(a) Name:</p> <p style="margin-left: 40px;">(b) Designation:</p> <p style="margin-left: 40px;">(c) Company:</p>	Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member	1						2						3					
Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member																				
1																									
2																									
3																									

	<p>(d) Address: (e) Telephone No: (f) E-mail Address: (g) Fax No:</p> <p>Details of individual (s) who will serve as the point of contract / communication for DPA within the Company (a) Name: (b) Designation: (c) Address: (d) Telephone No. (e) E-mail address: (f) Fax No.</p>
3	<p>For the Bidder, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Bidder or any of the Members, suffered bankruptcy/insolvency in the last five years? Yes/No</p>

	Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.
4	<p>Does the Bidder's firm/company combine functions as a Consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p>Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a Consultant/ adviser to DPA and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity?</p> <p>Yes/No</p>
5	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the consulting services?</p> <p>Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or services for any other part of the Assignment) other than that of the Consultant?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Consultant/ adviser for DPA only?</p> <p>Yes/No</p> <p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of</p>

TECH-3

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder)

Ref.

Date:

To,

The Executive Engineer, Construction

Deendayal Port Authority (DPA),

Dear Sir,

Sub: Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Note:

TECH-4A

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

Know all men by these presents, we, (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **“Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.”** including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to DPA, representing us in all matters before DPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with DPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for **“Preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD”** and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

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

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

For
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

To be executed by the sole Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.

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

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

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

TECH-4B
FORMAT FOR POWER OF ATTORNEY FOR LEAD
MEMBER OF CONSORTIUM

(To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on thisday of (month) of 2024, we,
(i) (..... Name of legally authorized signatory of first partner to be filled in.....), (ii) (..... .Name of legally authorized signatory of second partner to be filled in),..... hereby jointly authorize and agree the Lead Partner, M/s (.... Name of the lead partner to be filled in.....). (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid. to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD through Lead Partner

(i) Signature Name

Designation seal &
Common seal of the firm

(ii) Signature Name

Designation seal &
Common seal of the firm

.....
.....

Signature, name and seal of the certifying authority/Notary Public

TECH-4C
Format of Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this day of2022 by and between (i) M/s..... ***(Name of the firm to be filled-in)*** (ii)M/s..... ***(Name of the firm to be filled-in)***, primarily for the work under the Deendayal Port Authority

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium

1. Formation of Joint Venture/Consortium

1.1. (i)M/s..... ***(Name of the firm to be filled in)*** is engaged in ***(Details of the works undertaken by the party)***

(ii)M/s..... ***(Name of the firm to be filled in)*** is engaged in***(Details of the works undertaken by the party)***

(iii)

1.2. On behalf of Board of Deendayal Port Authority (hereinafter referred to as Employer), the Chief Engineer, Deendayal Port Authority has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work **Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD. (Tender No._____)**

1.3 The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (..... ***Name of Partner to be filled n.....***) shall be the Lead Partner and (i) (..... ***Name of Partner to be filled in***), (ii) (..... ***Name of Partner to be filled in.....***)..... shall be the other partner(s).
NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4. The Joint Venture/Consortium will be known as... (.....***Name of JV to be filled in***) and shall consist of (i) (***Name of the firm to be filled in.....***), (ii) (.....***Name of the firm to be filled-in***).
parties to the present agreement

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned.

All costs in implementation of this Joint-Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.

- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...***Name of JV/Consortium to be filled in*** ..) and the Contract shall be signed by legally authorized signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
 - (i) M/s.....(***Name of the partner to be filled-in***) -
 - (ii) M/s..... (***Name of the partner to be filled-in***) -
 - (iii)
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
 - a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
 - b) (... ***Name of Partner to be filled-in...***) shall carry out the following works.....
 - c) (.....***Name of Partner to be filled-in.***) shall carry out the following works d)
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15 It is hereby agreed and undertaken that all the parties are jointly and severally liable to the -Board of Port of Deendayal for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- 1.17 The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process, and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s)of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall

contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth hereinabove and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the..... day of.....20...

(i) Signature Name
Designation seal &
Common seal of the firm

(ii) Signature Name
Designation seal &
Common seal of the firm

Witness 1

Witness 2

TECH-5
FORMAT FOR ANTI-COLLUSION CERTIFICATE

Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this _____ Day of _____, 2024

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

TECH-6
FORMAT FOR PROJECT UNDERTAKING

Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.

Ref.

Date:

To,

The Executive Engineer, Construction

Deendayal Port Authority (DPA),

Sub: Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD. ('Assignment')

We have read and understood the RFP Document in respect of the captioned Assignment provided to us by Deendayal Port Authority (DPA).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid/ proposal, we hereby represent and confirm that our bid/ proposal is unconditional in all respects.
- (b) We are not barred by Government of India, Government of Gujarat, or any state government or any of their agencies from participating in similar projects.

Dated this _____ Day of _____, 2016.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

TECH- 7
FORMAT FOR AFFIDAVIT

Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.

(Affidavit should be executed on a Non Judicial stamp paper of Rs 300/- or such equivalent document duly attested by Notary Public)

1. I, the undersigned, do hereby certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Gujarat (GOG) from participating in any projects.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Deendayal Port Authority (DPA) to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the DPA.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date

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

TECH-8
FINANCIAL CAPACITY OF THE BIDDER

S. No.	Financial Year	Annual Revenue from Consultancy Services (In Rs. cr)
1.	2023-24	
2.	2022-23	
3.	2021-22	

Certificate from the Statutory Auditor/Chartered Accountant

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory).

Notes:

- i. **The Bidder should provide the Financial Capability based on its own audited financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.**
- ii. **Instructions for calculation of Financial Capability: Fees from Consultancy Services only shall be considered for calculation of financial capacity.**
- iii. **The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.**
- iv. **The financial year would be the same as followed by the Bidder for its annual report.**
- v. **The Bidder shall provide audited Annual Reports as required under this RFP Document.**
- vi. **In case of foreign currency, exchange rate shall be daily representative exchange rate published by the Reserve Bank of India as on the date of advertisement of the RFP**

This certificate shall be accompanied by Appendix attached hereto.

TECH-9
PARTICULARS OF PROPOSED KEY PERSONNEL

Sr. No.	Key Personnel – Current Position and Proposed Position	Name	Education Qualification	Professional Experience (Years)	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From – To)	
1.	Team Leader Cum Project Expert Project Expert						
2.	Process Design Expert						
3.	Finance Expert						
4.	Environmental cum Contract Specialist						
5.	Survey Expert cum Co-						

Note:

1. Provide CV of each key personnel as proposed above in TECH-13.
2. Minimum experience for support staff should be five years & he should have two years relevant experience in the respective field.

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

TECH-10

PROPOSED APPROACH, METHODOLOGY AND WORK PLAN

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

1. Project appreciation and understanding of assessment (not more than Two pages)

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

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

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

3. Work Plan and meaning schedule

The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this Assignment have been fully covered by its Proposal. The various tasks to be undertaken by the team considering the proposed approach and methodology for accomplishing the scope of works shall be detailed.

TECH-11

ELIGIBLE PROJECT EXPERIENCE (WITH SUMMARY) OF THE BIDDER

[Using the format below, provide information on relevant project experience for which your consultancy was legally contracted for carrying out services similar to the ones requested under this Assignment]

Name of Bidder:	
Name of the Project:	
Project Type:	
Description of services performed by the Bidder firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Capital Cost of Project (in Rs. crore):	
Area of project (in acres)	
Start date and finish date of the services (month/ year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the services Provided:	

Sl. No	Relevant Projects as per Section 2.9	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
Note: The bidder need to submit the copy of the work order and completion certificate from respective client for each project in support their claim						

Notes:

- (a) Use separate sheet for each Eligible Project. (The eligible projects have been defined in Section 2.8.7.2 of this RFP).
- (b) The certification of project experience shall be issued by concerned agency or client. The Bidder should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.
- (c) Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder.
- (d) The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.
- (e) The Bidder should furnish the details of Eligible Experience as on the date of submission of the Proposal.
- (f) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
- (g) Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.

TECH-12

ELIGIBLE PROJECT EXPERIENCE OF KEY PERSONNEL

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

Notes:

- 1 Use separate sheet for each eligible project.
- 2 The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
- 3 The Bidders must provide the necessary information as per the provided sheet above

TECH-13
CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR
ASSIGNMENT

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Membership of Professional Associations: _____

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

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

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

Place..... (Signature and name of the Key Personnel)

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

Notes:

1. *Use separate form for each Key Personnel.*
2. *The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.*
3. *Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.*

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

TECH-14

PERSONNEL SCHEDULE

Bidder should propose the structure and composition of the team dedicated for carrying out the Assignment. Bidder should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. The personnel schedule shall be consistent with the approach and methodology, detailed work plan, activity schedule.

Sl No.	Position	Name	Task(s) Assigned	Person-month inputs						
				W1	W2	W3	W4	W28
Key Personnel										
1										
2										
3										
4										
5										
6										
7										
8										
										Total for Key Personnel
Support Technical Staff										
1										
2										
...										
...										
...										
										Total for Support Technical Staff
										Grand Total

Notes:

1. Bidders to make their own assessment of Key Personnel Inputs as per their requirements
2. Bidders to make their own assessment of Support Technical Staff as per their requirements.

ACTIVITY SCHEDULE

Bidder should propose the activity schedule for carrying out the Assignment. The activity schedule shall be consistent with the approach and methodology, detailed work plan, personnel schedule.

[illegible]

Notes

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as submission of deliverables, presentation of deliverables, etc.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

TECH-16
DETAILS OF CONSORTIUM MEMBERS

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date – Completion Date)	Status
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Note:

1. The CV of the Person who will lead the Member shall be provided as the format specified in TECH 13

5 Section 5 : Financial Proposal - Standard Forms

To be submitted online only.

FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Executive Engineer, Construction

Deendayal Port Authority (DPA),

Sub: “Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.”

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services for **preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD** in accordance with your Request for Proposal dated <Date>.

Our Financial Proposal (in Indian Rupees) in INR is as given below

Sr. No.	Description	Amount
A	Preparation & submission of Techno Commercial Viability Study & Detailed Project Report & Tender Documents.	
B	Preparation of documents for CRZ Clearance & assisting in obtaining the same. (75% of quoted Amount)	
B-1	Preparation of documents for Environmental Clearance & assisting in obtaining the same. (25% of quoted Amount)	
	Total	

INR _____ [Insert amount in figures and words], exclusive of Goods & Service Tax.

Notes

- 1) Client reserves right to stop the services of the consultant at any stage during the tenure of services.
- 2) Payment for the services carried out by the Consultant shall be made up to the stage of work completed by the consultant.
- 3) Payment schedule is given in clause No. 3.6

Our Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 120 days from the last date of submission of this Proposal.

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

Yours Sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Advisor: _____

Address: _____

FIN-2

Breakdown of Lump Sum Price

Item	<i>Amount (INR)</i>
Remuneration (From Fin - 3)	
Remuneration of Key Personnel	
Remuneration of Support Technical Staff	
Sub-Total (A)	
Other Expenses (From Fin - 4) (B)	
Total Lump sum Price (as quoted in Form Fin 1) (A) + (B)	

FIN-3

Breakdown of Remuneration

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract' slump sum price; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Advisor for possible additional services requested by the DPA. This Form shall not be used as a basis for payments under Lump-Sum contract.

Sr. No.	Position	Name	Person-month Input (from Form Tech 14)	Rate per months	Amount (INR)
Key Personnel					
1					
2					
3					
4					
5					

FIN-4

Breakdown of Other Expenses

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's lump sum price to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Advisor for possible additional services requested by the DPA. This Form shall not be used as a basis for payments under Lump-Sum contract.

Sl No.	Type of Expenses	Quantity	Unit	Rate (INR)	Amount (INR)
1	Travel Expenses				
2	Lodging and Boarding Expenses				
3	Topographic Surveys				
4	...				
5	...				
6	...				
7				
8					
Total					

Notes:

- 1 The above shall not include the Bidders' overhead expenses since these are deemed to be included in remuneration rates quoted

Lump-Sum

Project Name

Request for Proposal (RFP) for Appointment of Consultant for preparation of DPR, Planning and Designing for 100 MLD Capacity Desalination plant expandable to 300MLD.

Contract No. _____

Between

Deendayal Port Authority

and

[Name of the Consultant]

Dated: _____

Form of Contract

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 Gandhiham (Kutch). (Here in 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.

WHEARS 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 Digital Mode/ FDR / Bank Guarantee towards 5 % of Contract value as Performance Guarantee. 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 manual consent (to be enumerated). (Page No. _____ to _____)

g. Work Order No. _____ issued vide letter No. _____ (Page No. _____ to _____)
37

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

I. General Conditions of Contract (GCC)

A. GENERAL PROVISIONS

1. Definitions

1.1 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 India.
- (b) “Client” means Deendayal Port Authority
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (i) “GCC” mean these General Conditions of Contract.
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (l) “Local Currency” means the currency of the Client’s country.
- (m) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (n) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- 2. Relationship between the Parties** 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. 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, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. 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 Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices** 10.1. The Client requires compliance with its policy in regard to the Integrity Pact as set forth in **Attachment 1** to the GCC.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. DELETED** DELETED
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this

Contract	Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1. 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.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
17. Force Majeure	
a. Definitions	<p>17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	17.4. 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.
c. Measures to be Taken	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. 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.</p>

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

- 19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
- b. By the Consultant**
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant 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 Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the

cost of the return travel of the Experts.

- | | |
|---|---|
| f. Termination by mutual Agreement | Upon confirmation by consultant of the project not being valid technically/Financially, the contract shall be terminated in accordance with clause of SCC |
|---|---|

20. General

- | | |
|--------------------------------------|---|
| a. Standard of Performance | <p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.</p> |
| b. Law Applicable to Services | 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts comply with the Applicable Law. |

20.5. DELETED

- | | |
|----------------------------------|---|
| 21. Conflict of Interests | 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
|----------------------------------|---|

- | | |
|---|---|
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Experts and agents of either of them, similarly shall not receive any such additional payment. |
|---|---|

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Integrity Pact, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- | | |
|---|---|
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC. |
|---|---|

- | | |
|--------------------------|--|
| c. Prohibition of | 21.1.4 The Consultant shall not engage, and shall cause its Experts not to |
|--------------------------|--|

Conflicting Activities	engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5 The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that 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.
22. Confidentiality	22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any consultants to take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, 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. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.)</p>
26. Reporting Obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant 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 Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly 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 Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, 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.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts is found by the

Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties other than the Service Tax, the Contract price amount specified in Clause GCC 38.1 shall remain unchanged.

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, unfurnished office space at Kandla / Gandhidham.

36. DELETED

36.1 DELETED

36.2 DELETED

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

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

39.3 GST Clause: The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in Indian Rupees.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.2 The Final Payment .The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Performance Security and

42.1 Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as FDR / Bank

Penalties

Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or submitted in Digital mode of Payment at Bank of Baroda Gandhidham Branch Account No. 10080100022427IFSC code. BARB0GANKUT) within 21 days on receipt of letter of Acceptance/Intent and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the first RA bill onwards @ 5% of the Bill Value from each bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded 3 Months after successful completion of the work and after payment of final bill.

Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

42.2 LD at the rate of 0.5% (of total contract value) per week or part thereof up to a maximum of 10% (of total contract value) for delays attributable to the activity / lack of activity of the Consultant. DPA reserves the right to forfeit the Performance Security and Retention Money to recover the penalty in case the delay beyond the time schedule given to each task as per clause 3.6 of RFP. However, if the completion of services is delayed due to reasons beyond the control of the Consultant, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. Such extension shall be granted at no extra cost to DPA. The Consultant shall also suitably extend the validity of the Performance Security

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of <i>India</i> .
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
11.1	<i>Not Applicable</i>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be seven</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 17 Months.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	“Limitation of the Consultant’s Liability towards the Client:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law",</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equal to Contract Price</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<i>Not applicable</i>
38.1	<p>The Contract price is: _____ exclusive of GST as applicable. in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant, as per clause no.39 of GCC.</p>
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(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 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 <i>[Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> for a list of not fewer than five (5) 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, <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) 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 (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Registrar, The Indian Council of Arbitration, New Delhi</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, 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 <i>Registrar, The Indian Council of Arbitration, New Delhi</i> 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.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 with amendments thereto till date.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
	<p>4. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Gandhidham, India</i>;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the 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</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	of such enforcement.

III. Appendices

APPENDIX A – TERMS OF REFERENCE

[**Note:** This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY PERSONNEL

[Insert a table based on Form TECH-9 and TECH-14 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-2, FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-2, FIN-3 and FIN-4] at the negotiations or state that none has been made.}

Appendix D - SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE

GUARANTEE/SECURITY DEPOSIT

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

To,

The Board of DEENDAYAL PORT AUTHORITY

A.O.Building, P.O.Box No.50,

Gandhidham-Kutch.

1. 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

_____ (Name of the Department)'s letter No. _____ 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 starting that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractor's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees) only.

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

Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment 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 (Kutch) would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.**
8. **We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.**
9. **Notwithstanding anything contained herein:**
 - (a) **Our liability under this Bank Guarantee shall not exceed Rs. _____**
(Rupees _____ only);
 - (b) **This Bank Guarantee shall be valid up to _____; and**
 - (c) **We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before __ (date of expiry of Guarantee)."**

Date _____ day of _____ 20

For (Name of Bank)

(Name) Signature

**FORMAT OF BID SECURITY DECLARATION FROM
BIDDERS**

(On Bidders Letter head)

Bid Security Declaration Form

Date: _____ Tender No. _____

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

I/We. The undersigned, declare that:

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

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

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid

validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the

Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the

successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the

successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

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

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

()

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

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

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

Corporate Seal (where appropriate).

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as "**The Principal**" and
..... (Name of The bidders and consortium members)
hereinafter referred to as "**The Bidder /Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No.

..... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures

necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.
- 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 Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

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

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


अधिकांशी अभियंता (निर्माण)
(Principal)
Executive Engineer (Construction)
Deendayal Port Authority

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place : Gandhidham

Date : ____/____/2024

Witness

Sign


(CB/LW)

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

Sign

"Note:

Witness

(Office Seal)

(1) The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10) as per procedure given under Section 2 of the tender documents.

(2) At present, the matter related to nomination of IEMs for DPA is under consideration of Hon'ble CVC. After getting nomination, the appointment order for two IEMs will be issued in due course and the name and contact details of IEMs will be shared with the potential bidders / successful bidder.