

## **DEENDAYAL PORT AUTHORITY**

**Appointment of Technical Advisor for  
"CONSTRUCTION OF ADMINISTRATIVE OFFICE  
(PORT OPERATIONAL) BUILDING AT TUNA  
TEKRA".**

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

## **Disclaimer**

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or 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 TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

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

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

The issue of this TENDER does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**DEENDAYAL PORT AUTHORITY**  
**(Erstwhile Kandla Port Trust)**

**TENDER NOTICE**

Deendayal Port Authority intends to invite offers for “Appointment Of Technical Advisor For “CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA””.

The E-Tender are invited from the firms/Consultants for “Appointment Of Technical Advisor For “CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA””

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

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

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

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

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

**DEENDAYAL PORT AUTHORITY**

**DC: 1**

**COMPETITIVE BIDDING**

**BID NO: - C-I :03/2024**

**NAME OF WORK:** Appointment of Technical Advisor For “CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA”.

**PERIOD OF DOWNLOADING OF BID DOCUMENTS**

FROM :22/08/2024

TO : 19/09/2024 up to 16:00 hrs.

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 19/09/2024 TIME 16:00 HRS

\*TIME AND DATE OF OPENING OF BIDS : DATE 19/09/2024 TIME 16:00 HRS

PLACE OF OPENING OF BIDS : Chamber Of Executive Engineer (C-I),  
Deendayal Port Authority, Room No. 302,  
Annex, A.O. Building, Gandhidham-370201  
Gujarat, India, Mobile-8758659669  
Email:constdiv1@gmail.com  
Website: www.deendayalport.gov.in

**OFFICER INVITING BIDS**

**Executive Engineer(C-I)**  
**DEENDAYAL PORT AUTHORITY**

**DEENDAYAL PORT AUTHORITY**

**NOTICE INVITING TENDER**

**Tender No: C-I :03/2024**

**ONLINE TENDERING (E- Tendering)**

Name of Work: - Appointment Of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA".

E/Online Tenders are invited by: **Executive Engineer(C-I)** for the above work as per the details given in the table below.

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
Appointment Of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA".	590.00/- (Incl. GST)	37,76,878.00 /-	37,769.00/ -	30/08/2024 at 15:00 hrs. in the Old Board Room, 1st floor, A.O. building, Deendayal Port Authority, Gandhidham	<b>19/09/2024 @ 16:00 Hrs.</b>	<b>19/09/2024 @ 16:00 Hrs.</b>

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from **22/08/2024 to 19/09/2024 @ 16:00 hrs.** Tender Notice is also available on [www.deendayalport.gov.in](http://www.deendayalport.gov.in). Technical Bid will be opened on **19/09/2024 @ 16:00 Hrs.** Date of submission and opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries, prospective bidders may contact Executive Engineer (C-I), Construction-1 division, A.O Building Gandhidham (Kutch), Phone No. 8758659669, during working hours, before the last date and time of closing of downloading of tender documents.

**Executive Engineer(C-I)**

**DEENDAYAL PORT AUTHORITY**

## **NOTICE INVITING LIMITED ONLINE TENDER**

### **Details about Tender:**

<b>Department Name</b>	<b>Civil Engineering Department</b>
<b>Circle/ Division</b>	Construction-I Division, Room No. 302, Annex A.O. Building, Deendayal Port Authority, Gandhidham, Kutch, Gujarat-370201
Tender Notice No.	C-I :03/2024
Name of Work	Appointment Of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA"
Estimate Cost	Rs. 37,76,878.00/-
Period of Completion (in Months)	21 Months. (5 Months for providing Consultancy Services and 16 months PMC after award of work for Supervision of work till completion of work) <b>Note:</b> The Services of Consultant towards PMC has to be obtained for 16 months or till completion of main work whichever is later. In case the execution works exceed more than 16 months the DPA shall pay as per the quoted amount on monthly basis for PMC
Bidding Type	Open Tender.
Bid Call (Nos.)	One
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<ul style="list-style-type: none"><li>a) The selection shall be based on Quality Cost Based Selection (QCBS) i.e., evaluated on 70:30 basis.</li><li>b) Eligibility for submission of the bids does not qualify the Bidders to be part of opening the Financial Bid, if the bidder is not qualified in evaluation of the Technical Bid.</li><li><b>c) The Eligibility criteria and evaluation methodology have been detailed out in the <b>BID SUMMARY SHEET (Annexure C).</b></b></li><li>d) Financial Bid would be opened for only those Bidders who have scored minimum 70% marks in Technical Evaluation.</li><li>e) If the number of such pre-qualified bidders is less than two, the Authority may in its sole discretion, pre- qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total number of pre-qualified and short-listed bidders shall not exceed two.</li><li>f) Each Key personal shall score minimum of 70% individually, (Qualification &amp; Experience wise) in order to get eligible for consideration of overall technical scores.</li></ul>

Joint Venture	Not Applicable
Rebate	Applicable
Bid Document Fee :	590.00/- (inclusive of 18% GST)
Bid Document Fee Payable To:	Payment of tender fee to be made ONLY through Digital mode of payments. The details are mentioned below: - Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch
Bid Security/ EMD (INR)	Rs. 37,769.00/-
Bid Security/ EMD (INR) In Favour Of :	Payment of EMD to be made ONLY through Digital mode of payments. The details are mentioned below: - Account no.: 10080100022427IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch
Bid Document Downloading Start Date	<b>22/08/2024 @ 16:00 Hrs</b>
Bid Document Downloading End Date	<b>19/09/2024</b> up to 16:00 Hrs.
Last Date & Time for Online submission of Bids	<b>19/09/2024 up to 16:00 Hrs.</b> on <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
Bid Validity Period	120 Days
Condition	<p>The Tender Fees &amp; EMD by online transfer digital mode of payment. The details are mentioned below: <b>Account no.: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch.</b></p> <p>The bid/Tender not accompanied with Tender fee and EMD in appropriate payment mode (ONLY digital mode of payment) shall not be considered and their technical and price bid will not be opened.</p> <p>Any other payment mode for tender fee and EMD other than mentioned above will not be considered.</p> <p>In addition to above the bidder is required to submit verifiable evidence of digital payment made towards EMD and tender fee during preliminary bid stage. The evidence should include information such as Transaction ID/ Reference ID, Payment date, Recipient's information, Payment amount, etc.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed "<b>Bid Securing Declaration</b>" as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached</p>

	<p>at <b>(ANNEXURE J):</b></p> <table border="1"> <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>Architecture and engineering activities; technical testing and analysis</td></tr> <tr> <td>Group – 711</td><td>Architectural and engineering activities and related technical consultancy</td></tr> <tr> <td>Class - 7110</td><td>Architectural and engineering activities and related technical consultancy This class includes architectural consulting activities, machinery, industrial process control and industrial plant design, engineering design and consulting activities for, geophysical, geologic and seismic surveying, geodetic surveying activities</td></tr> <tr> <td>Sub Class - 71100</td><td>Architectural and engineering activities and related technical consultancy</td></tr> </table> <p>The above shall be submitted in electronic format ONLY through online (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee are received. Accordingly offer of only those shall be opened whose EMD and Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed &amp; signed of authorized person), and other Pre-Qualification documents through R.P.A.D./speed post or in person so as to reach to the Office of EXECUTIVE ENGINEER(C-I), CONSTRUCTION-IDIVISION DEENDAYAL PORT AUTHORITY, ROOM NO.302, 2<sup>nd</sup> FLOOR, AO BUILDING- ANNEX, GANDHIDHAM KACHCHH-370201 within 7 days from the last date opening.</p>	Level	Description	Section – M	Professional, scientific and technical activities	Division – 71	Architecture and engineering activities; technical testing and analysis	Group – 711	Architectural and engineering activities and related technical consultancy	Class - 7110	Architectural and engineering activities and related technical consultancy This class includes architectural consulting activities, machinery, industrial process control and industrial plant design, engineering design and consulting activities for, geophysical, geologic and seismic surveying, geodetic surveying activities	Sub Class - 71100	Architectural and engineering activities and related technical consultancy
Level	Description												
Section – M	Professional, scientific and technical activities												
Division – 71	Architecture and engineering activities; technical testing and analysis												
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Sub Class - 71100	Architectural and engineering activities and related technical consultancy												
Remarks	<p>Submission of E.M.D., Tender Fee and other Documents need to be submitted during office hours before date 19/09/2024 by R.P.A.D / Speed post or in person in the Office of EXECUTIVE ENGINEER(C-I), CONSTRUCTION-I DIVISION DEENDAYAL PORT AUTHORITY, ROOM NO.302, 2<sup>nd</sup> FLOOR, AO BUILDING- ANNEX, GANDHIDHAM KACHCHH-370201 within 7 days from the last date opening.</p>												
Documents required to be submitted by scanning through online	<ol style="list-style-type: none"> <li>Tender fee &amp; EMD through Digital mode of payments ONLY.</li> <li>Resume/CV's of the team to be deployed.</li> <li>Any other Document as specified in the Tender Document.</li> <li>The Eligibility criteria and evaluation methodology have been detailed out in the <b>BID SUMMARY SHEET (Annexure C)</b>.</li> <li>Documents received via online ONLY shall be considered while evaluating.</li> </ol>												



Bid Opening Date	Technical Bid will be opened on 19/09/2024 @ 16:00 Hrs. Date of opening of Financial proposal i.e. price bid shall be intimated to qualified bidders.
Officer- Inviting Bids:	Executive Engineer (C-I), Deendayal Port Authority.
Bid Opening Authority :	Executive Engineer (C-I), Deendayal Port Authority.
Address:	OFFICE OF EXECUTIVE ENGINEER(C-I), CONSTRUCTION- DIVISION DEENDAYAL PORT AUTHORITY, ROOM NO.302, 2 <sup>nd</sup> FLOOR, AOBUILDING- ANNEX, GANDHIDHAM KACHCHH-370201.
Contact Details :	Ph: 8758659669. Email: <a href="mailto:constdiv1@gmail.com">constdiv1@gmail.com</a>

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

(n) Code Solutions- Adivision of GNFC Ltd., (n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad-380054(Gujarat)

Contact Details

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

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

Reliance: +91-79-30181689

Fax: +91-79-26857321, 40007533

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

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

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

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

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

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

- I. Tender fee & EMD through digital mode of payment.
- II. Resume/CV's of the team to be deployed.
- III. Any other Any Other Documents as specified in this Tender Document shall be furnished only in the formats specified in the Tender only and no other formats shall be accepted.

**DEENDAYAL PORT AUTHORITY**  
**ENGINEERING DEPARTMENT**

**Appointment Of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA"**

**1. INTRODUCTION**

Deendayal Port is situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. It is a protected natural harbor. Deendayal Port is presently having Sixteen Cargo Berths, Seven Oil jetties, Bunder Basins for barge handling and Bulk Terminal in the vicinity of Kandla and Tuna Tekra.

The Port is well connected by the network of rail and road network and provides gate way port for export and import of traffic on northern Indian State of Jammu & Kashmir, Delhi, Punjab, Himachal Pradesh, Haryana, Rajasthan, Gujarat and parts of Madhya Pradesh, Uttaranchal and Uttar Pradesh.

The traffic handled by the port has shown a consistent increase and growing at a fast-pace. The total traffic handled by the port has gone from 24.50 MMT in 1993-94 to 137.56 MMT in 2022-23.

DPA is preparing the Master plan considering the existing and upcoming development upto 2047. As per the master plan, it is realized that there is not sufficient additional space for construction of new berths at Kandla for handling forecasted traffic of 2047. Hence, Multi-purpose terminal is planned at east of Tuna Tekra to be derived into the Mega port since it is an all-weather port with protected harbour.

Looking to the upcoming traffic & associated facilities at Tuna-Tekra, it is essential that Port may simultaneously initiate the action for construction of administrative office at Tuna-Tekra considering various trade operation including requirements of Custom department, Marine Department & port users for smooth operation.

Accordingly, DPA intends to invite offers for Appointment of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA". The tentative layout drawing is attached.

**2. DEFINITIONS**

- 2.1 "Board" means Board of the Trustees of the Port of Deendayal, a body corporate under the major Port Trusts Act, 1963 as amended from time to time.
- 2.2 "Advisor/ Consultant / Contractor" means the person or persons, firm or company whose tender has been accepted by the Board and includes the Advisor's personal representatives, successors and permitted assignee.
- 2.3 "Chairman" means the Chairman of the Board of Trustees of the Port of Deendayal.
- 2.4 "Chief Engineer" means the Chief Engineer of Deendayal Port Authority.
- 2.5 "DPA" means Deendayal Port Authority
- 2.6 "Engineer-in-charge" means the Superintending Engineer / Executive

- Engineer of the Deendayal Port Authority working under the Chief Engineer.
- 2.7 "Engineer in Charge Representative" means Assistant Executive Engineer or Assistant Engineer working under the Chief Engineer to perform various duties.
- 2.8 "TENDER" means Request for Proposal.
- 2.9 H1, H2, ... Hn" are the ranks allocated to the bidders in order from highest to lowest score, based on combined score considering technical and financial score obtained by QCBC.
- 2.10 "Preferred Bidder" means H1 as defined in clause 2.9 above.

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

#### **3.1 BIDDING DOCUMENTS**

311 The bidding documents shall be downloaded from DPA's website ([www.deendayalport.gov.in](http://www.deendayalport.gov.in)) and website of n-procure. The documents should be completely filled and submitted through on-line Tendering process and one copy shall be submitted within 7 days of the date of opening of the tender.

312 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, etc., in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 4.1 here of, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

313 Language of Bid:

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

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

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

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

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

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

**Account no.: - 10080100022427IFSC Code: - BARBOGANKUT**

**Bank of Baroda, Gandhidham Branch**

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

**Note:** - In case of Micro and Small Enterprise (MSE's) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed "**Bid Securing Declaration**" as per format provided in the tender document, failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at (**ANNEXURE J**): -

Level	Description
Section – M	Professional, scientific and technical activities
Division – 71	Architecture and engineering activities; technical testing and analysis
Group – 711	Architectural and engineering activities and related technical consultancy
Class - 7110	Architectural and engineering activities and related technical consultancy This class includes architectural consulting activities, machinery, industrial process control and industrial plant design, engineering design and consulting activities for, geophysical, geologic and seismic surveying, geodetic surveying activities
Sub Class - 71100	Architectural and engineering activities and related technical consultancy

### 3.2.1.2. Envelope 2: Technical Proposal

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

### 3.2.2 FINANCIAL PROPOSAL

It shall contain only **Annexure A** i.e., Price bid, showing the rate and **amount against the items for "Appointment Of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA"**.

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

- 3.2.3 The aforesaid documents of Preliminary and Technical Proposal shall be submitted in electronic format through on line (by scanning) while uploading the bid. The bid/Tender not accompanied with Tender fee and EMD shall not be considered and their technical and price bid will not be opened. The above shall be submitted in electronic format through on line (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee are received. Accordingly offer of only those shall be opened whose EMD and Tender Fee is received electronically. However, for the purpose of realization, bidder shall send the same in original along with hard copy of tender (sealed & signed of authorized person), and other PQ documents through R.P.A.D./speed post or in person so as to reach to the Executive

Engineer(C-I), CONSTRUCTION-I DIVISION, Room No. 302, Annex A.O. Bldg., Deendayal Port Authority, Gandhidham, Kutch, Gujarat. - 370201.

- 3.3** The Advisor should not make any alteration in the tender documents.
- 3.4** The Board will not be responsible for or pay for expenses or losses, which may be incurred by any Advisor in the preparation of his tender.
- 3.5** The Consultant/ Advisors should not send revised or amended offers after the closing date and time of the tender.
- 3.6** The tender should be delivered to the office of the Executive Engineer (C- I) and the Advisor should obtain written acknowledgement for the same. Hard copy of the Tender along with its accompaniments should reach the office of the Executive Engineer (C-I), within 7 days from the date of online opening of technical bid. The Advisor should specifically note that their tenders whether sent by post or by hand must reach this office on or before due date and time. Offers received late from outstations even though posted in time will not be considered in any case.
- 3.7** The Technical Proposal shall be `opened online or in the presence of such persons / representatives of the bidder who may wish to be present in the Office of Executive Engineer (C-I), DEENDAYAL PORT AUTHORITY, Gandhidham.
- 3.8** DELETED.
- 3.9** The validity of the offer shall be 120 days from the date of opening of the Technical bid and extendable here after by mutual consent.
- 3.10** DELETED.
- 3.11** The Advisor whose tender is accepted will be required to enter into an agreement, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at **Annexure "B"**. The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Consultant.
- 3.12** In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so and copy of the same is to be enclosed with technical bid.
- 3.13** DELETED
- 3.14** The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Advisor at the appropriate time.
- 3.15** The Consultant/ Advisor should confirm that there is no conflict of interest in taking up this Advisory assignment. An undertaking in this regard should be submitted by Advisor that they/ their affiliates will not bid for / rate the same projects and the conflict or interest does not exist or arise. A conflict of interest will arise if Advisor, or its parent company, is advising potential bidders for the PPP project, or if the Advisor or its parent company is considering a debt or equity involvement in the project or is required to rate the proposed PPP project.
- 3.16** Bank Guarantee, towards P.G. is acceptable only, if issued by Nationalized/Scheduled Banks (except co-operative banks) having its Branch at Gandhidham.
- 3.17 PRE-BID MEETING:**
  - a.** The bidder or his official representative may attend pre-bid meeting to be held on 30/08/2024 at 15:00 hrs. in the Old Board Room, 1st floor, A.O. building, Deendayal Port Authority, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder.
  - b.** The purpose of the Pre-Bid meeting will be to clarify issues related to work and tender conditions.
  - c.** Pre-Bid clarifications will be uploaded in <https://tender.nprocure.com> or

www.deendayalport.gov.in website without disclosing source of enquiry.

- d. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- e. No queries received after pre-bid meeting will be entertained. The queries shall be sent by email in the word format as under on email [constdiv1@gmail.com](mailto:constdiv1@gmail.com) on in writing so as to reach the XEN (C-I) not later than One (1) day before the date of Pre-bid meeting.

Sr. No.	Clause No	Page No	Quarry

### 3.18 **Amendment of Bidding Documents**

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

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

## 4. **TENDER EVALUATION**

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

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

A Bid shall be considered for evaluation only if:

- a. It is accompanied by the EMD & Tender Fee;
- b. Deleted
- c. It is received as per formats prescribed of Technical Proposal
- d. It is received by the Bid Due Date including any extension thereof made pursuant to this TENDER;
- e. It is properly stamped, signed, and sealed as per the terms of this TENDER;
- f. It is accompanied by the Resume/CV's as specified under this TENDER;
- g. It Is accompanied by the Power(s) of Attorney as specified under this TENDER;
- h. It is accompanied by the undertaking of Conflict of Interest as specified under this TENDER

- i. It contains all the information (complete in all respects) as requested in this TENDER;
- j. It contains information in formats same as those specified in this TENDER;
- k. It contains certificates and statements as per the terms of this TENDER;
- l. It does not contain any condition or qualification.

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

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

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

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

### **5. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**



A. Earnest money Deposit (EMD) shall be 1% of the Estimate cost put to tender, subject to maximum Rs. 50 Lakhs.

B. The EMD of Rs. 37,769.00/- be payable only through Digital mode of payments.

The details are mentioned below: -

Account no.: - 10080100022417 IFSC Code: - BARBOGANKUT

Bank of Baroda, Gandhidham Branch

C. The EMD upto Rs. 5 Lakhs be payable by ONLINE / Digital Mode. EMD beyond Rs. 5 lakhs also payable by Bank Guarantee for the entire amount from any Nationalized/Scheduled Bank (except Co-operative Banks) having its branch at Gandhidham. Bank Guarantee submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

D. EMD of unsuccessful bidders other than L1 and L2 is refunded immediately after ranking of price bids. Earnest money of L2 is refunded immediately after entering into agreement with L1 and acceptance of performance Guarantee from L1.

E. EMD is refunded Suo-motto with/without any application from the bidders.

F. The bid security of the successful bidder will be discharged (refunded after he has signed the Agreement and furnished the required Performance security.)

G. The Bid security may be forfeited, if

- a) The bidder withdraws the bid after bid opening during the period of bid validity.
- b) The bidder does not accept the correction of the Bid price, pursuant to any arithmetic errors or
- c) The successful bidder fails within the specified time limit to
  - (i) Sign the Agreement or
  - (ii) Furnish the required Performances security.
  - (iii) In case the contractor fails to commence the work within stipulated time.

**Note:** 1. The forfeiture of the bid security is entirely discretion of employer. No any claims in this regards shall be entertained.

2. L1 means bidder scoring highest total marks and L2 means bidder scoring second highest total marks.

A. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid as well as duly filled in and signed "**Bid Securing Declaration**" as per format provided in the tender document, failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at **(ANNEXURE J)**.

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

1. Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/ FDR/ Digital mode of payment within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded after the Engineer has certified that the work has been complete fully and satisfactorily under a final completion certificate.

2. The documentary evidences (copy of paid challan in Govt. Treasury) of Welfare Cess @ 1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

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

Deendayal Port is situated in the Kandla Creek and is 90 kms from the mouth of the Gulf of Kutch. It is a protected natural harbor. Deendayal Port is presently having Sixteen Cargo Berths, Seven Oil jetties, Bunder Basins for barge handling and Bulk Terminal in the vicinity of Kandla and Tuna Tekra.

The Port is well connected by the network of rail and road network and provides gate way port for export and import of traffic on northern Indian State of Jammu & Kashmir, Delhi, Punjab, Himachal Pradesh, Haryana, Rajasthan, Gujarat and parts of Madhya Pradesh, Uttaranchal and Uttar Pradesh.

The traffic handled by the port has shown a consistent increase and growing at a fast-pace. The total traffic handled by the port has gone from 24.50 MMT in 1993-94 to 137.56 MMT in 2022-23.

DPA is preparing the Master plan considering the existing and upcoming development upto 2047. As per the master plan, it is realized that there is not sufficient additional space for construction of new berths at Kandla for handling forecasted traffic of 2047. Hence, Multi-purpose terminal is planned at east of Tuna Tekra to be derived into the Mega port since it is an all-weather port with protected harbour.

Looking to the upcoming traffic & associated facilities at Tuna-Tekra, it is essential that Port may simultaneously initiate the action for construction of administrative office at Tuna-Tekra considering various trade operation including requirements of Custom department, Marine Department & port users for smooth operation.

Accordingly, looking to the above, it is essential to construct an Administrative Office (Port Operational) building at Tuna Tekra along with associated facilities for accommodating the administrative staff of Port & Custom and Port users. Also, for providing timely and efficient marine services the facilities such as VTS cum Signal Station, Pilot office & Pilot Rest room, Marine Services Managers Chamber, Marine Service Managers Office, Flotilla Office, Flotilla Staff rest room etc. are need to be taken incorporated in the proposal.

The Consultant will be responsible for overall planning of building & its premises and including architectural work, design, drawing, estimate of infrastructure i.e., mainly, all building structure related work with due aesthetic (interior / exterior) look wherever necessary within the proposed structure areas. All these architectural

works, design, drawing, estimate will be based on the requirement of DPA. If necessary, as a part of this activity the consultant shall have to interact, coordinate with various government agencies / departments. The Consultant will closely work with the authorities of the DPA in seeking direction, approvals, and in providing regular and periodical feedback. It is important that the Consultant team shares common values with the DPA and a communication style for successful integration with DPA.

The Consultant will study the site condition and accordingly carry out the soil investigation of site & any other investigation and / or any test from his account for construction of the full Office building with upgradation of overall ambience into a modern corporate type of office. The consultant should consider expenses of all these in their quote. The scheme should be made keeping in mind to utilize the space very efficiently and at the same time meeting all the requirements of office.

All necessary, Safety upgradation complying with fire safety standards of Fire Department of Gujrat Fire Services involving addition/alteration of Structures if any.

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

### **7.1 Task I: Preliminary Design and approval:**

- i. The consultant shall carry out the Site visit, site survey and conduct meetings with port officials to get a clear idea about the project.
- ii. Review of all available reports and information about the project and the project influence area if available. Any additional data if required by Consultant shall be worked out / arrived by him with the help of already available data or by any other suitable method at his own cost.
- iii. Carrying out detailed survey to bring out the Topographic features of the site and work out the feasibility for construction of administrative office building and other allied facilities.
- iv. While carrying out the field studies, investigations and design, the development plans being implemented or proposed for future implementation by the local bodies, should be taken into account. Such aspect should be clearly brought out in the reports and drawings
- v. All activities related to field studies, design and documentation shall be done as per the latest guidelines/ circulars/ IS Codes.
- vi. The consultant shall prepare a Master Plan for the entire area, detailed architectural plans, plan enlargements, landscaping drawings, site development plans etc. The Master Plan shall consist of General Arrangement Drawing (GAD) and Alignment Plan of Buildings, parking facilities, interconnectivity and external linkages and Services of whole project with in standard/ permissible FAR and Ground Coverage. These salient features such as Plan, Elevation, Architectural Drawings for various structure & allied facilities as per suggestion of Department.
- vii. Prepare draft design basis reports (DBR), Preliminary / Block Estimate, Bill of Quantity (BOQ) and specifications the consultant shall prepare preliminary estimates of all infrastructure & services. Design basis report should consider current national/international practices/technology/ideas for development of structure.
- viii. Also, the consultant shall prepare DBR and preliminary / Block estimate as per the requirement of various departments of DPA and obtain the approval from competent authority / DPA. Technical Consultant shall have to prepare Bill of quantities and Block cost estimate by considering the prevailing market rates and DPA/CPWD SOR and as per Market rates.
- ix. The consultant should submit alternatives/ options if any along with suitable scale with merits and demerits of all the options. The same shall be presented before the DPA authority/ Ministry for review through power point presentation. The recommendation of shall be incorporated and best option/approved option shall be finalized.
- x. Preparation of three-dimensional models in relation to open spaces, showing the proposal and surrounding areas.
- xi. The Consultant shall make a walk-through animated 3-D presentation of the Project 106 showing common facilities for circulation parking open spaces and amenities shared among

various activities to the competent authority and also to other Government agencies as and when required for approval of the Proposal and also prepare the compliance report for the same. Submission of Building Information Model (BIM) representing the geometric, visual and material details of the architectural elements with BIM software compatible with AutoCAD such as REVIT Architecture/ Structures/ MEP shall be prepared.

- xii. Assist DPA for obtaining all statutory approval to Preliminary Design, Drawing, Block Estimate, BOQ etc. from respective Competent authority / Statutory Authority / Respective Ministry as per requirement.
- xiii. Submit Final DBRs to Client, carry out modifications if any, after discussion / suggestion with Client. The consultant shall prepare the presentation as stated above to the competent authority & obtain approval of competent authority

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

- i. Subsequent to the approval of the Final DBR, the Consultant shall prepare detailed design & Drawings and working drawings for all components of the proposed structures. The Consultant shall furnish the detailed design and working drawings for all the building infrastructure including entire services as per requirement of DPA / various departments.
- ii. Preparation of detailed design and structural drawings of various components and allied work as per IS Codes. The detailing should be so precise that it can be used as a working drawing during execution of the project. The consultant shall have prepared detailed design and drawing strictly in line with approved DBR. Any alteration / modification shall be carried out only after approval from competent authority.
- iii. Detailed design, considering load data, Noise and Vibrations of equipment, cost estimates and specifications to cover all civil works associated with installation of all mechanical/ electrical equipment, services and systems. Consultant will take into account acoustic as per best practices in their design
- iv. Preparation of Detailed Estimate, BOQ, in line with DPA's format. Prepare rate analysis based on DPA/ CPWD manual & SOR and prevailing market rates for items not available with the SOR.
- v. Strip plan indicating the scheme for carriageway widening, location of all existing utility services (both over- and underground) and the scheme for their relocation, trees/mangroves to be removed and planted.
- vi. Getting the design, drawings and estimate proof checked from prestigious technical institutions of the Government / Semi-Government. Etc.
- vii. Preparation and submission of Draft Tender Documents consisting of Special Conditions of Contract, Specifications, Tender Drawings, Bill of Quantities etc. as per DPA standard.
- viii. The Tender drawings prepared by the consultant shall consist of details of Architectural, Structural, interior, HVAC, fire detection/ alarm and firefighting, plumbing, drainage, sewerage, water supply, internal roads, landscape and horticulture, internal and external electrifications, illumination design etc. complete including all other allied services necessary for making the structures and building functional.
- ix. The consultant shall assist DPA during the finalization of Tender Documents.
- x. Necessary changes or corrections recommended by the DPA shall be incorporated in the Tender documents by the Consultant who shall then submit the final Tender documents. The Consultant shall submit the soft copy of all the documents and drawings in addition to the hard copy.
- xi. The consultant need to appoint at least one (1) technical personnel/ technical consultant stationed at DPA Office , AO Building, Gandhidham since award of consultancy as and when required by the Authority, who will be responsible for coordinating with various departments of DPA during the entire process like site visit, finalization of block/ detailed estimate, drafting of the tender document, Bill of quantities etc. and subsequently get necessary clarification/ correction if any from the concerned division while drafting the same etc. till finalization of L-1 bidder.
- xii. The Consultant has to submit the fire drawings approved from the Regional Fire Officer (Govt.) and also take NOC from Regional Fire Officer (Govt.).
- xiii. The consultant has to submitted Fire load calculation report after survey.
- xiv. The work has to be carried out as per NBC Norms.

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

- i. The consultant shall Attend and prepare pre-bid queries in reference of Tender
- ii. Assist in preparing in Preparing Technical Bid evaluation report as and when required.
- iii. Assist in preparing queries to be sent to the bidders as and when required.
- iv. Assist in preparing Technical & Commercial Bid evaluation report as and when required.
- v. Assist in preparing Letter of intent, award letter to be issued to successful bidder as and when required.
- vi. Preparation and submission of Good for Construction (GFC) drawings.

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

- i. The project management team will consist of Junior Engineers – 2 Nos (3-year experience) for the construction duration of **16 months or till completion** of the work.
- ii. Deputation of the site supervision team immediately after award of the main work.
- iii. Preparation of working drawings, specifications. These shall include floor plans, interior arrangement, sections and elevations for building and basement etc. Also, Preparation of bar bending schedules and/ or detailed reinforcement drawing as per requirement of contractor.
- iv. Preparation of Combined Services Drawing (CSD), Structural Opening Drawings (SOD), Structural- Electrical Mechanical (SEM) drawings. The general arrangement of the buildings, the major equipment locations and major services routes, and the cable routes are to be shown on the CSD drawings. The major equipment loads, pressure, major openings and major embedded items and other similar interface on these drawings. During the detailed design phase and continuing through the construction phase the consultant shall co-ordinate with all execution contractors to obtain system-wide requirements such as embedded conduits, floor trunking, wall and floor openings, equipment space, sleeves, hoisting hooks, earthing, lightning arresters etc., and incorporate into the structural/architectural/(Good For Construction) GFC drawings for construction contracts.
- v. Prepare bar charts along with their periodical updating as and when required with a view to adhere to the time frame for completion of the scheme.
- vi. To verify design and drawings of the arrangement prepared by the Contractor.
- vii. Regular supervision of execution works as per the tender specification and submit the weekly/ monthly progress report (physical as well as financial progress) to DPA.
- viii. Evolve and implement Quantity and Quality Control procedures.
- ix. Prepare detailed report with variation statement showing quantities/rates and justification for the approval of the Employer.
- x. Assist the Employer in the evaluation of Contractor's claims.
- xi. Assist the Employer to obtain mandatory clearances from Competent authorities.
- xii. Monitor the work allotted to contractor from start to completion ensuring work is carried out strictly in accordance to specification mentioned and the latest IS codes and standards.
- xiii. The role of Consultant is executing the contract in accordance with the agreement entered into between port and the contractor. In other word consultant shall be solely responsible for quality, quantity as set forth in the civil work contract. Consultant shall work by complying with all laws, rules, regulations guidelines that govern the contract.
- xiv. Prepare formats for inspection and testing procedures for Quality Control at site.
- xv. The consultant shall prepare a project budget, revised project budget (if needed) and cash flow as soon as major project requirement has been identified and update the same periodically for the client's approval and suggest corrections.
- xvi. The consultant shall render all technical services, advisory and guidance relating to construction of approved infrastructure to client, and ensure necessary documentation, maintenance of records.
- xvii. For the construction phase, the consultant shall review and approve, the comprehensive program provided by the contractor, checking of the Approach & Methodology submitted by the contractor and forward for consideration and approval of the client.
- xviii. To review and comment on the Project Programs submitted by the contractor and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews

of the contractor resources vis-à-vis the Project Schedule and ensure that the contractor mobilizes additional resources to meet the Project Schedule.

- xix. Preparing the Daily, Weekly and Monthly reports and submitting them to the Engineer-in-charge for appraisals and orders in the matter.
- xx. The Technical Advisor shall examine the contractor's alternative suggestion / proposal during the execution of the work and advise the Deendayal Port Authority appropriately. The detailed designs shall be prepared by the Technical Advisor.
- xxi. Solutions to the practical problems encountered during execution of work and furnish Advise Solicited if any during the execution of work.
- xxii. The work is open for inspection by Chief Technical Examiner (CTE) of the Central Vigilance Commission (CVC). The consultant should give all facilities to the staff of the CTE and furnish adequate information to the DPA for issue of a satisfactory reply to their observations. The consultant shall also verify/certifies the records/ registers maintain at site office.
- xxiii. Prepare and submit the completion report and 'As build' drawing.
- xxiv. Technical staff / Key personnel deputed during PMC services, proceeding to leave shall have to obtain approval of Engineer- In charge prior to leave headquarters. In case of leaving headquarters i.e. Gandhidham / Kandla. On Sundays and holidays they have to obtain headquarter leave permission from Engineer-In-charge. In case leave is more than 03 days (including holidays), suitable substitute shall be provided.
- xxv. All key personnel mentioned above shall be available full time at site of work/office and daily attendance register shall be maintained signed during entire PMC services.
- xxvi. Deleted
- xxvii. The Technical staff deputed, shall have to work round the clock or as per the time schedule of contractor and even on Sunday and holidays in case of urgency. Technical Staff deputed for may have to work on Sunday or holidays as directed by Engineer-In charge.

The total period of contract shall be **21 months or till completion** and handing over the entire work to DPA. If completion of the work is extended beyond its schedule date of completion, the contract period of the Technical Consultant shall automatically get extended. The payment towards extension period shall be made as per the existing terms and conditions and rates quoted by the consultant. The rate shall be obtained on prorate basis.

## 8. Deliverables and Time Schedule

The overall schedule for the completion of the scope of work is **21 Months or till completion** of work with the schedule of milestones as under,

Sr. No	Deliverable Items	Timelines for Deliverables
<b>1.0</b>	<b>Task -I Preliminary Design and approval</b>	
1.1	Completion of Survey and submission of Soil Investigation Report and all Field study data.	Within 30 days after award of Work
1.2	Submission of Draft DBR, Block Estimate along with various alternate options & Presentation.	Within 10 days after submission of reports as mentioned under Sr.No. 1.1 by DPA
1.3	Submission of Final DBR , Block Estimate etc.	Within 20 days after completion of task as mentioned under Sr. No. 1.2.
<b>2.0</b>	<b>Task- II : Detailed Design, Estimation, Tendering.</b>	
2.1	Preparation and submission of Detailed Design, Drawing, Detailed Estimate and Draft Tender Documents for infrastructure and services.	Within 30 days after approval of final DBR, Block estimate etc. as mentioned under Sr. No. 1.3.
2.2	Submission of Final Tender Document.	Within 20 days after approval of Draft tender document as mentioned under Sr. No. 2.1
<b>3.0</b>	<b>Task III : Sanctions and award of work;</b>	
3.1	To attend pre-bid meeting and reply to queries of the bidder.	Within 5 days after receipt of pre-bid queries from various bidders.
3.2	To scrutinize the technical bid and submit the Pre-qualification evaluation report for Technical bid.	Within 15 days after receipt of technical bid.
3.3	To scrutinize of Price bid and submit the Pre-qualification for the Price Bid.	Within 10 days after receipt of price bid.
3.4	Preparation and Submission of GFC drawings and to revise the same as and when required as per the site requirement.	Within 10 days of issue of work order to the main contractor
<b>4</b>	<b>Task-IV : PMC during construction (i.e. 16 months or till completion of execution work).</b>	16 months or till completion of project.
	<b>TOTAL</b>	<b>21 months</b> or till completion of project.

## **9. General Terms & Conditions are as under:**

- i. To interact with officials of various departments of Port like Engineering Department, Marine Department, Mechanical Engineering Department, Traffic Department, Finance Department etc. and take note of their requirements and incorporate the same in the proposals.
- ii. The Contract period / time limit for entire Job completion will be for a period of **21 months (05 months' consultancy + 16 months PMC) or till completion** from the date of issuance of Work Order.
- iii. The Cell will function during all the working days and, if required, on holidays also during exigencies, and shall adhere to complete the job at the fullest satisfaction of the Authority and well within the time period allotted.
- iv. The Lodging and Boarding arrangement for the Entire staff / Key personnel of the Consultant, for the entire Contract period, shall be the responsibility of the Consultant at his own risk and cost.
- v. The Consultant shall work by complying with all laws, rules, regulations guidelines that govern the contract.
- vi. The Advisor should provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced key personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract. The Advisor shall assign specific individuals to the key positions and that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to Deendayal Port Authority (DPA).
- vii. In case the Panel member is a consortium, change in composition of the consortium shall not be permitted by the Deendayal Port Authority.
- viii. No escalation in cost of work shall be given till the completion of work.
- ix. Bidder should have full knowledge of site of work and may visit the site before filling the tender.
- x. The income tax & TDS shall be charges as per the prescribed role of IT Department.
- xi. All the cost are exclusive of GST.
- xii. DPA may close the assignment at any stage for which further no payment will be made.
- xiii. The payment shall be made through RTGS/NEFT.

## **10. Remuneration: -**

- 10.1 The lump sum charges quoted by the Technical Advisor in the Price Bid shall be inclusive of all the expenses towards payment of fees for providing the technical advisory services for the work of "Construction Of Administrative Office (Port Operational) Building At Tuna Tekra", use of various instruments gadgets, equipment's, computers, arriving/work out data of required by Technical Advisor, Engaging various professionals to carry out studies, investigations and preparation of designs / drawings C.D, DTP;s, Tender , GFC drawings, deputation of technical staff etc. without any substantial variation in the scope and is subject to involvement of the Technical Advisor in the work till completion of the assignment.  
The L.S charges quoted shall be inclusive of expenses for conveyance & subsistence incurred by the Technical Advisor or his authorized representative, associated experts and technicians, during visit outside their headquarters mainly for Tuna-Tekra.



10.2 The schedule for payment quoted by Technical Advisor shall be asunder: -

<b>Sr. No.</b>	<b>Description</b>	<b>Percentage of lump sum amount quoted for the respective stages of the scope of work.</b>
<b>I</b>	<b>Task -I Preliminary Design and approval</b>	
	Completion of Survey and submission of Soil Investigation Report and all Field study data.	30% of the quoted amount for Task - I
	Submission of Draft DBR, Block Estimate along with various alternate options & Presentation.	40% of the quoted amount for Task - I
	Submission of Final DBR , Block Estimate etc. and approval thereof.	30% of the quoted amount for Task - I
<b>II</b>	<b>Task- II : Detailed Design, Estimation, Tendering.</b>	
	Preparation and submission of Detailed Design, Drawing, Detailed Estimate and Draft Tender Documents for infrastructure and services.	70% of the quoted amount for Task -II
	Submission of Final Tender Document and approval thereof.	30% of the quoted amount for Task -II
<b>III</b>	<b>Task III : Sanctions and award of work;</b>	
	On Evaluation of Technical & Price bid and making appropriate recommendation until award of work.	30% of the quoted amount for Task-III
	On Preparation and Submission of GFC drawings.	70% of the quoted amount for Task-III
<b>IV</b>	<b>Task-IV : PMC during construction</b>	
	PMC Services during the construction phase i.e. 16 Months	100% of the quoted amount for Task-IV is payable on equal installments on monthly basis.

## **11.TAXES & DUTIES:**

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

## **12.GST Clause:**

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

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

### **13. CARE AND DILIGENCE:**

The Advisor shall exercise all reasonable care and diligence in discharge of Technical, Professional and Contractual duties to be performed by them and will be fully responsible for carrying out their duties properly.

### **14. SUSPENSION:**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension.<sup>22</sup>

(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.

### **15. TERMINATION OF SERVICES:**

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

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (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) to (d) ; at least sixty (60) calendar days' written notice in case of the event referred to in (e) ; and at least five (5) calendar days' written notice in case of the event referred to in (f) :

- (a) If the Consultant fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause 15.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to confirm availability of Key Experts as required in Annexure-C, Clause 1.4.1.

15.1.1 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Advisor, terminate the Consultant's employment under the Contract.

15.1.2 The Balance work will be carried out by the Deendayal Port at the risk and cost of the Advisor. The Performance security shall be forfeited in case of termination of contract. The decision of the Deendayal Port in this regard shall be final and binding upon the Advisor.

15.1.3 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) to (d) of this Clause:

- a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue
- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c. If the Client fails to comply with any final decision reached as a result of arbitration.
- d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

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

The time allowed for various services mentioned under clause no.8 shall be strictly adhered to by the consultant. In case of delay on satisfactory completion of any of the services/ task due to the any default on part of consultant, the consultant shall be liable to pay L.D for delay an amount equal to 0.5% per week or part thereof of the contract value of the respective task/ work, beyond the scheduled period of under taking the services to be rendered by consultant. Provided always that the entire amount of L.D to be levied shall not exceed 10% of total value of the contract.

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

#### **17. ARBITRATION:**

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion there of as described here in after shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

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

- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not there after shall be referred to

arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.

- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re- enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion".

## **18. Language and Law Governing the Contract:**

English language shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract. This contract, its meaning and interpretation, and the relation between the DPA and consultant shall be governed by the Applicable law in India.

## **19. Confidentially**

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

## **20. Reporting Obligations**

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

## **21. Documents Prepared by the consultant to be the Property of Board**

All reports and other documents prepared by the consultant in performing the Services shall become and remain the property of the DPA. The consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the DPA.

**22. Performance Guarantee(PG)**

The PG shall be valid until the successful completion of contract period. No claim shall be made after the issue of completion certificate and the PG shall be returned to the Consultant as per Clause No. 6

**23. POST TENDER MODIFICATION: -**

The tenderers are not expected to make any post tender modification. Hence, the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.

**24. ALTERNATIVE PROPOSALS BY BIDDERS.**

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

**25. Integrity Pact (Deleted)**

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

**Name of Work: Appointment of Technical Advisor for "Construction of Administrative Office (Port Operational) Building at Tuna Tekra.**

Description or Item	Unit	Amount (in Rs.)	
		In figure	In words
Lump-sum charges for Providing Technical Advisory Services for subject work as specified in scope of work / TOR (The rate quoted shall include expenses of stationery, postage and payment of fees to professionals, experts, etc.) including of conveyance & subsistence incurred by the Advisor or his authorized representative during visit for Kandla. The amount quoted shall be exclusive of GST.			
<b>Task -I Preliminary Design and approval</b>	<b>Lump sum</b>		
<b>Task- II : Detailed Design, Estimation, Tendering.</b>	<b>Lump sum</b>		
<b>Task III : Sanctions and award of work;</b>	<b>Lump sum</b>		
<b>Task-IV : PMC during construction (i.e. 16 months or till completion of execution work).</b>	<b>Lump sum</b>		
<b>Total excluding GST</b>			
<b>Total including GST</b>			

The prevailing GST rate\* for the work is.....

**Note-**

- All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The Advisor shall be paid for the services rendered as per the scope of work.
- The proportionate payment for the lump sum fee to be quoted by the bidder will be made only in Indian rupees.
- \*The Bidder shall also quote prevailing GST rate as per clause No 13
- Annexure -K** may be filled and submitted along with the Price bid. (Please refer clause 7.4(1) and 17.2)

**Signature of Technical Advisor  
with seal**

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

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

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

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

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

## **ANNEXURE'B'**

### **Form of Agreement**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Board of Deendayal Port Authority, a body corporate under Major Port Authority's Act, 2021, having its Administrative Office Building at Gandhidham (Kachchh) (herein after called the 'Board', which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part «Name\_of\_Party», «Address\_of\_Party», «Address\_1», «Address\_2», «Address\_3», (Name and address of the Consultant if an individual and all partners if a partnership with all their addresses) (herein after called the 'Consultant' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Board is desirous of carrying out the work of "«Name\_Of\_Work»" and whereas the Consultant has offered to execute and complete such works and whereas the contractor has deposited a sum of Rs. «EMD»/-as security in the form of «Form\_ Of\_ EMD» and/or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

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

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

NOW THIS AGREEMENT WITNESSET HAS FOLLOWS: -

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract here in after referred to.
2. The following documents shall be deemed to form and be read as construed as part of this agreement viz.: -
  - i. The tender submitted by the Consultant.
  - ii. The conditions of contract.
  - iii. The entire scope of work as per clause no.7
  - iv. The schedule of items of work with quantities and rate.
3. The Consultant here by covenants with the Board to complete the work in conformity, in all respects to the satisfaction of Board in accordance with the provision of the contract.
4. The Board here by covenants to pay the Consultant in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.



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

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

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

(Name, signature description and seal of Technical Consultant)

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

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

Witness:(Name, signature, address)

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

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

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

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

Secretary  
Deendayal Port Authority

**BID SUMMARY SHEET**

<b>1.1</b>	<b>Name of the Assignment: Appointment of Technical Advisor for "Construction of Administrative Office (Port Operational) Building at Tuna Tetra."</b>			
<b>1.2</b>	Technical Proposal including Tender Fee and EMD are to be submitted in sealed Envelope as mentioned under clause no.3.2.			
<b>1.3</b>	<p><b>Evaluation Method:</b></p> <p>The Bidder who has (based on the Technical bid valuation) scored a minimum technical score of 70 Marks out of 100 marks will be considered as qualified for the Financial Bid opening and evaluation.</p> <p>If the number of such pre-qualified bidders is less than two, the Authority may, in its sole discretion, pre-qualify the bidders whose technical score is less than 70 marks, provided that in such an event the total no. of pre-qualified bidders shall not exceed two.</p> <p><b>Each Key personal shall score minimum of 70% individually, (Qualification &amp; Experience wise) in order to get eligible for consideration of overall technical scores.</b></p> <p><b>Quality and Cost Based Selection:</b></p> <p>Total Marks = (Technical Score) * 70% + (Financial Score) * 30%</p> <p>The Bidder scoring highest Total Marks shall be awarded the assignment</p>			
<b>1.4</b>	<b>1.4.1 Technical Evaluation:</b>			
	<b>Qualifications and Experience of Key Personnel (Total = 100 Marks)</b>			
	<b>1.</b>	<b>Team leader cum structural Engineer -(30 Marks)</b>		
	(i)	Minimum Educational Qualification :	10 Marks	10 Marks – Minimum M.E / M. Tech in Structural Engineering
	(ii)	Minimum years of professional experience :	20 Marks	<p>15 - Marks for Minimum Completed Experience of 7 years.</p> <p>Note: The team leader cum structural Engineer should have handled as Team Leader / Project Manager / Head in preparation DPR, Consultancy work, Construction Supervision etc. a Also, project management of building / infrastructure projects in designing, planning, construction, contract management etc. as per TOR / Scope of Work.</p> <p>1 – Marks each for every year of completed experience beyond minimum experience requirement (max 5 marks)</p>
	<b>2.</b>	<b>Architect cum interior Designer – (20 Marks)</b>		
	(i)	Minimum Educational Qualification :	10 Marks	10 Marks – Minimum Master degree in Architecture (M. Arch).
	(ii)	Minimum years of professional experience :	10 Marks	5 Marks – For Minimum Completed Experience of 5

				<p>years.</p> <p>Note: The Architect cum interior Designer should have relevant experience in Concept designing building, 3D Architectural Designing &amp; Drawing and other related software including interior design in all aspects as per TOR/ Scope of work.</p> <p>1 – Marks each for every year of completed experience beyond minimum experience requirement (max 5 marks)</p>		
			<b>3. Sr. Quantity Surveyor – (20 Marks)</b>			
	(i)	Minimum Educational Qualification :	10 Marks	<p>7 Marks – Minimum Bachelor degree in Civil Engineering</p> <p>3 Marks - Additional if Master's in Civil Engineering.</p>		
	(ii)	Minimum years of professional experience :	10 Marks	<p>7 Marks - for Minimum Completed Experience of 5 years.</p> <p>Note: The Sr. Quantity Surveyor should have relevant experience in Building as a quantity surveyor as per TOR/ Scope of work.</p> <p>1 – Marks each for every year of completed experience beyond minimum experience requirement (max 3 marks)</p>		
			<b>4. Electrical cum ICT expert – (20 Marks)</b>			
	(i)	Minimum Educational Qualification :	10 Marks	10 Marks – Minimum Bachelor degree in electronics / Electrical Engineering.		
	(ii)	Minimum years of professional experience :	10 Marks	<p>5 Marks – for Minimum Completed Experience of 5 years.</p> <p>Note: The Electrical cum ICT expert should have relevant experience in buildings, internal and external electrification, HT &amp; LT line works etc. as per TOR/ Scope of work</p> <p>1 – Marks each for every year of completed experience beyond minimum experience requirement (max 5 marks)</p>		
			<b>5. Coordinator cum Junior Engineer - (10 Marks)</b>			
		Minimum Educational Qualification:	5 Marks	5 Marks – Minimum B.E./ B. Tech in Civil Engineering		
		Minimum years of professional experience :	5 Marks	<p>5 Marks – for Minimum Completed Experience of 3 years.</p> <p>Note: The <b>Coordinator cum Junior Engineer</b> should have relevant experience of</p>		

				construction supervision as a site engineer preferably in Building construction project as per TOR/ Scope of work.
		<p><b>Note: -</b>  <i>Above Key personnel's will not considered for evaluation, if not fulfilling both Minimum Educational Qualification or Minimum years of professional experience criteria.</i></p>		
		<b>Total Marks</b>	<b>100</b>	<b>Awarded Marks</b>
	<b>1.4.2. Financial Evaluation:</b>			
	<p>The lowest evaluated/ quoted Financial Proposal (Fm) is given the maximum Financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest Total Price quoted, and "F" is the Total Price quoted in the proposal under consideration.</p> <ul style="list-style-type: none"> <li><b>The weights given to the Technical (T) and Financial (P)</b></li> </ul> <p><b>Proposals are: T=70%, and P=30%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T+P=1) as following:</p> <p><b><math>S = St \times T\% + Sf \times P\%</math>.</b></p>			
<b>1.5</b>	<b>Period of the Assignment:</b> The duration of the assignment shall be 21 months from the date of issue of work order.			
<b>1.6</b>	Bidder will enter into the Consultancy Agreement within 21 days from the date of issuance of Letter of Award (LOA) / Pre-acceptance Letter.			
	<p><b>Note:</b></p> <p>i. The Bidders shall submit the self-evaluation sheet (<b>Annexure-H</b>) as per above criteria. The Bidders' self- evaluation sheet is only for reference purpose and will not be part of evaluation of the Bidders.</p> <p>ii. Period of experience shall be considered only after acquiring minimum qualification prescribed.</p>			

**ANNEXURE- D**

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

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

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authorities of the port of [insert name of port], its successors and assigns) having agreed to release Performance Guarantee/ Security Deposit to \_\_\_\_\_ (hereinafter called the "contractor")

(Name of the contractor/s)

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

(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name \_\_\_\_\_ of the Bank and \_\_\_\_\_ Address) \_\_\_\_\_ (hereinafter

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

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

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

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

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

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

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

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

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

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

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

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

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
  - (b) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
  - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank) (Name)

Signature

Bank Payment Agreement Form:(to be collected from the Parties)

1. Name of Party :-
2. Account No. :-
3. Branch Name :-
4. IFSC Code of the Bank :-
5. MICR Code :-
6. Accepted for :- NEFT Payment Or RTGS Payment

DECLARATION BY THE PARTY: -

I/ We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this Account for this Work/Supply order is concerned.

Signature of the  
Party With the seal



**ANNEXURE'E'****PARTICULARS OF PROPOSED KEY PERSONNEL:**

Sr. No.	Key Personnel– Current Position and Proposed Position	Name	Education Qualification	Professional Experience	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From – To)	
1.	Team leader cum structural Engineer						
2.	Architect cum interior Designer						
3.	Sr. Quantity Surveyor						
4.	Electrical cum ICT expert						
5.	Coordinator cum Junior Engineer						

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

Date:.....

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

**CURRICULUMVITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT**

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

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

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

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

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

6. **Membership of Professional Associations:** \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

10. **Employment Record and Work Experience** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held, projects worked upon and respective, roles and Services.]*:

From[Year]:To[Year]:_____ Employer:_____ Positions held: _____	Project 1.....	Role and Services
	Project 2.....	Role and Services
	Project 3.....	Role and Services
	Project	Role and Services

## 11. Detailed Tasks Assigned

*[List all tasks to be performed under this Assignment]*

## 12. Work Under taken that Best Illustrates Capability to Handle the Tasks Assigned *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_ Year: \_\_\_\_\_  
Location: \_\_\_\_\_ Client: \_\_\_\_\_ Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

## 13. Certification:

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

Place.....

(Signature and name of the

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

## Notes:

1. Use separate form for each Key Personnel.
2. The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photo copies will not be considered for evaluation.

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

**POWER OF ATTORNEY***(On a Stamp Paper of relevant value)*

Know all men by these presents, we, ..... (name of Consultant and address of the Registered office) do here by constitute, nominate, appoint, and authorize Mr./Ms.....son/daughter/wife of..... and presently residing at ....., who is presently employed with us and holding the position of..... as our true and lawful attorney (here in after referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deed sand things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for **"Appointment Of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA"** 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 **Appointment Of Technical Advisor For "CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA"**.

And on our behalf to execute and do all instruments, acts, deeds, matter sand things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

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

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

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

Witness:

- 1 .....
- 2 .....

Notarized

Accepted

.....

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

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

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

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

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

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

**ANNEXURE'H'**

**SELF EVALUATION SHEET AS PER EVALUATION CRITERIA**

<b>Qualifications and Experience of Key Personnel</b>	<b>Total Marks–100</b>
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Qualification & Experience of Team Members	Criteria/Sub-criteria	Max. Marks as Per RFP	Score claim of applicant firm	Cross-reference to applicant's proposal And RFP with page no.
<b>Team leader cum structural Engineer</b>	Sr. no. 1 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	30		
<b>Architect cum interior Designer</b>	Sr. no. 2 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	20		
<b>Sr. Quantity Surveyor</b>	Sr. no. 3 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	20		
<b>Electrical cum ICT expert</b>	Sr. no. 4 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	20		
<b>Coordinator cum Junior Engineer</b>	Sr. no. 5 of sub-clause no. 1.4.1 of <u>Annexure-C i.e., Bid Summary Sheet</u>	10		

**ANNEXURE I**

**Integrity Pact**

**Deleted**

**ANNEXURE J**

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

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

Tender No. C-I :03/2024

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

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



**Breakup amount of Key personnel**

[Location, Date]

To,

The Executive Engineer (C-I)

Deendayal Port Authority.

**Sub: - Appointment Of Technical Advisor For “CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA”.**

Dear Sir,

We, the undersigned, offer to provide the Appointment of Technical Advisor for “CONSTRUCTION OF ADMINISTRATIVE OFFICE (PORT OPERATIONAL) BUILDING AT TUNA TEKRA” in accordance with your Request for Proposal dated <Date>.

Sr.no.	Description of item	Quantity	Unit	Rates in Rs. Per Month	Amount in Rs.
		In no's	Man month		
A	B	C	D	E	C*D*E
1.	Junior Engineer	2	16		

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

Thanking

You, Yours

Sincerely,

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

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

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

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