

DEENDAYAL PORT AUTHORITY

CIVIL ENGINEERING DEPARTMENT



TENDER No. ES- 02 /2024

E-TENDER FOR “APPOINTMENT OF AGENCY FOR PROVIDING OF SUPPORT STAFF FOR TECHNICAL, LEGAL, FINANCIAL AND OTHER BACK OFFICE OPERATIONS OF TOWN DEVELOPMENT WING AND LAND SECTION OF DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS.”

ISSUED BY

OFFICE OF DY. CHIEF ENGINEER(ESTATE)

Deendayal Port Authority
Town Development Wing,
Engineering Department,
Administrative Office Bldg.,
POST BOX NO.50
GANDHIDHAM (KUTCH) – 370 201
DIST: KUTCH
STATE: GUJARAT



**DEENDAYAL PORT AUTHORITY
CIVIL ENGINEERING DEPARTMENT**

TENDER No. ES- 02 /2024

APPOINTMENT OF AGENCY FOR PROVIDING OF SUPPORT STAFF FOR TECHNICAL, LEGAL, FINANCIAL, AND OTHER BACK OFFICE OPERATIONS OF TOWN DEVELOPMENT WING & LAND SECTION OF DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS.

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DC-1: TENDER NOTICE

Notice No. ES – 02 / 2024

Tender No. ES – 02 / 2024

ONLINE TENDERING (E- Tendering)

NAME OF WORK	APPOINTMENT OF AGENCY FOR PROVIDING OF SUPPORT STAFF FOR TECHNICAL, LEGAL, FINANCIAL AND OTHER BACK OFFICE OPERATIONS OF TOWN DEVELOPMENT WING AND LAND SECTION OF DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS.
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E-Tenders are invited on-line under **TWO BID SYSTEM (Technical and Financial Bid)** by Dy. Chief Engineer(Estate), DPA for those who have experience in providing of professionals who meet the eligibility criteria are eligible for participation.

Details of the Tender Fee & Estimated Cost are as follows:

Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Last Date and time of online Submission of bid documents
Rs. 1770=00 (i.e. 1500 + 18% G.S.T.)	6,75,00,000.00	6,75,000.00	ON 28.02.2025 UPTO 16:00 HOURS

Detailed Tender Notice along with complete Tender documents can be downloaded from the website. Tender Documents can be downloaded from the official web-site of Deendayal Port Authority www.deendayalport.gov.in OR <https://Tender.nprocure.com> from **07.02 .2025 to 28.02.2025 upto 16:00 HOURS.**

Technical Bid will be opened on **28.02.2025 @ 16:30 Hours.** Date of opening of Price bid shall be notified after scrutiny & evaluation of Technical Bids. For further details and general enquiries, the prospective bidders may contact Executive Engineer (Estate), TD Wing, A.O. Building, Gandhidham (Kutch) – 370201. Email id: kptgandhidhamestate@gmail.com (Mobile No: +91-9998777742), during working hours, before the last date and time of submission of Tender document. Any modification / Corrigendum, if any, will be placed on website only and shall not be released in Newspapers or any other form.

Dy. Chief. Engineer. (Estate)
DEENDAYAL PORT AUTHORITY

TENDER No. ES- 02 /2024

APPOINTMENT OF AGENCY FOR PROVIDING OF SUPPORT STAFF FOR TECHNICAL, LEGAL, FINANCIAL AND OTHER BACK OFFICE OPERATIONS OF TOWN DEVELOPMENT WING AND LAND SECTION OF DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS.

TENDER ACTIVITY SHEET

Tender Schedule: -

Sr. No.	Particulars	Date	Time
1.	Tender e-publication date	06.02.2025	3:00 PM
2.	Bid Document Download Start date	06.02.2025	04:00 AM
3.	Bid Submission Start Date	07.02.2025	10:00 AM
6.	Bid Document Download End Date	28.02.2025	04:00 PM
7.	Bid Submission End Date	28.02.2025	04:00 PM
8.	Tender Opening Date		
	a) Technical Cover/Preliminary bid	28.02.2025	04:30 PM
	b) Financial Cover	Will be intimated to the Qualified Bidders.	

DEENDAYAL PORT AUTHORITY
NOTICE INVITING ON LINE TENDER

Details about E-Online Tender:

Department Name	Civil Engineering Department
Division	Town Development Wing
Tender Notice No.	ES – 02 / 2024
Name of work	APPOINTMENT OF AGENCY FOR PROVIDING OF SUPPORT STAFF FOR TECHNICAL, LEGAL, FINANCIAL AND OTHER BACK OFFICE OPERATIONS OF TOWN DEVELOPMENT WING AND LAND SECTION OF DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS.
Contract Period	Thirty-Six (36) Months from the date of receipt of Letter of Award. The contract may be extended by 12 Months periods with mutually agreed terms and performance of the firm.
Bidding Type	OPEN
Bid Call (Nos.)	ONE
Tender Currency Type	Single Currency
Tender Currency Settings	INDIAN RUPEES (INR)
Joint Venture	NOT ALLOWED
Rebate	APPLICABLE
Bid Document Fee/ Tender Fees:	Rs. 1770/- (Including 18% GST) through Digital mode of Payment only at : Account no:- 10080100022427 IFSC Code:- BARBOGANKUT Bank of Baroda, Gandhidham Branch
Scope of Work	Scope of Work of agency shall be as below but not limited to: a. Assistance in the interpretations/ implementation of various policies/guidelines issued by Ministry & other statutory authorities and coming up with recommendations and action plans. b. Assistance in allotment of land through E-Tender cum E-auction for Gandhidham & Kandla Land through preparation of proposals and Tender documents. c. Assistance in preparation and analysis of reports regarding technical, land valuation, financial and legal issues for land area of DPA at Gandhidham and Kandla. d. Assistance in implementation of Freehold Scheme of Residential Plots at Gandhidham. e. Assistance in implementation of ERP System in TD Wing & Land Section. f. Carry out back office operations in : 1) Billing and outstanding statement preparation for lease rent/ground rent/license fees etc. 2) Dispatch section management and data entry. 4) Maintaining & Verification of land records. 5) Survey and Inspection of plots. 6) Submission of encroachment reports.

	More details in Clause 1.8 & 1.9																
Estimated Cost of work put to Tender	Rs. 6,75,00,000.00/-																
Validity of Offer	120 days from the date of opening of Technical Bids.																
Bid Security/ EMD (INR) :	<p>Rs. 6,75,000.00 (Rupees Six Lakhs Seventy Five Thousand only) towards EMD shall be paid in the form of Bank Guarantee and shall be submitted in electronic form through on line (by scanning) while uploading the bid.</p> <p>Payment towards tender fee shall be submitted through digital mode in the account of Port as mentioned below: Account no :- 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipts of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid.</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 ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate. Such bidder shall upload in preliminary proposal a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form No.12), failing which the bid shall be disqualified: -</p> <p>NIC codes regarding similar work is mentioned below:</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – M</td> <td>Professional, Scientific and Technical Activities</td> </tr> <tr> <td>Division – 70</td> <td>Activities of head offices; management consultancy activities</td> </tr> <tr> <td>Group - 702</td> <td>Management Consultant activities</td> </tr> <tr> <td>Class – 7020</td> <td>Management Consultant activities</td> </tr> <tr> <td>Subclass- 70200</td> <td>Management Consultant 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>Architecture and engineering activities and related technical consultancy</td> </tr> </tbody> </table>	Level	Description	Section – M	Professional, Scientific and Technical Activities	Division – 70	Activities of head offices; management consultancy activities	Group - 702	Management Consultant activities	Class – 7020	Management Consultant activities	Subclass- 70200	Management Consultant activities	Division – 71	Architecture And Engineering Activities; Technical Testing And Analysis	Group - 711	Architecture and engineering activities and related technical consultancy
Level	Description																
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	Class – 7110	Architecture and engineering activities and related technical consultancy
	Subclass- 71100	Architecture and engineering activities and related technical consultancy
	<p>The bid/tender shall also be accompanied by Integrity Pact Agreement (SECTION – VII).</p> <p>I. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p>	
Downloading of the Tender Document	Tender Documents can be downloaded from the official web–site of Deendayal Port Authority www.deendayalport.gov.in OR https://Tender.nprocure.com	
Period of Downloading of the Tender document	FROM 07.02 .2025 to 28.02.2025 upto 16:00 HOURS	
Last Date & Time for Online submission of Bids	ON 28.02.2025 UPTO 16:00 HOURS ON DPA Website https://Tender.nprocure.com	
Bid Validity Period	120 Days From The Date Of Opening Of Technical Bid	
Remarks	<p>i) Payment towards tender fee shall be submitted through digital mode in the account of Port as mentioned below: Account no :- 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch and Receipts of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid.</p> <p>ii) EMD in the form of Bank Guarantee issued by Nationalized/Scheduled banks (Except Co-operative banks) is to be submitted in electronic form through on line (by scanning) while uploading the bid.</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 ONLY shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate. Such bidder shall upload in preliminary proposal a scanned copy of valid certificate, as well as</p>	

	duly filled in and signed ' Bid Securing Declaration ' as per format provided in the tender document (Form No.12), failing which the bid shall be disqualified. NIC codes regarding similar work is mentioned in clause Bid security/EMD.
Preliminary Bid Opening Date	28.02.2024 AT 16.40 Hrs
Technical Bid Opening Date	28.02.2025 AT 16:45 HOURS
Commercial Bid (price bid) Opening Date	Commercial Bid opening date will be intimated to the technically qualified bidders through online.
Documents required to be submitted by scanning through online.	<p>a. Receipts of digital payment as Proof of Payment for Tender Fee as a proof towards payment and Bank Guarantee towards Bid Security shall be uploaded while submission of the bid online or the copy of valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise towards the exemption of Bid Security & cost of Tender fee along with bid securing declaration as per Form no. 12 of the Tender document.</p> <p>b. Documents in support of fulfilling Qualification criteria.</p> <p>c. Resume/CV's of the team to be deployed.</p> <p>d. Integrity Pact agreement as per tender document.</p> <p>e. All other Document as specified in the Tender Document.</p>
Officer Inviting Bids	Dy. Chief Engineer (Estate), TD Wing, DPA
Bid Opening Authority	Dy. Chief Engineer (Estate), TD Wing, DPA
Address	Dy. Chief Engineer (Estate), Administrative Office Building, Room No. 18, Deendayal Port Authority, Gandhidham (Kutch), Pin code – 370 201
Qualifying Criteria : (based on average estimated cost of one year i.e Rs 2,25,00,000.)	<p><u>Quality and Cost Based Selection:</u></p> <p>Total Marks= (Technical Score) * 80% + (Financial Score)* 20%.</p> <p>The Bidder scoring highest Total Marks shall be awarded the assignment.</p> <p>1. Average Annual financial turnover during the last three years, ending 31st March of the previous financial years, should be at least Rs. 67.50 Lakhs as certified by the Chartered Accountant i.e. FY 2020-21, 2021-22, 2022-23, 2023-24. If turnover for 2023-24 available than turnover of 2020-21 is not required. The Certificate issued by the Chartered Accountant should have UDIN No. (Unique Document Identification Number) mentioned on the Certificate for cross</p>

	<p>verification the Turnover / Net worth of the bidder.</p> <ol style="list-style-type: none"> 2. The bidder is required to submit the declaration that they have not been banned or de-listed by any government/ Semi government Agency or PSU's. 3. The bidder is required to submit duly signed integrity pact with bidder signature along with two witness name, address, and signatures in preliminary proposal. 4. The bidder should have no conflict of Interest in taking up the subject work. 5. The Eligibility criteria and evaluation methodology have been detailed out in the Tender document.
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NOTE:

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

**(n) code Solutions-A division of GNFC Ltd.,
(n)Procure Cell 403, GNFC Info tower,
S.G. Road, Bodakdev,
Ahmedabad – 380054 (Gujarat)**

Contact Details of (n) code Solutions:

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

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

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

E-mail: nprocure@gnvfc.net

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

**Seal & Signature
of the Contractor**

**Dy.Chief Engineer (Estate)
DEENDAYAL PORT AUTHORITY**

DISCLAIMER

The information contained in this Request for Proposals document (“TENDER”) 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 unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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, howsoever 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. 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 submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

SECTION-I

INSTRUCTIONS TO BIDDERS

- 1.1** Deendayal Port Authority intend to appoint support staffs for technical, legal, financial, and other back office operations of Town Development Wing and Land Section from eligible firms for a period of three years through open competitive e-bidding.
- 1.2** Digitally signed and uploaded online bids in Single Stage Two Cover System are invited by the Dy. Chief Engineer (Estate) on behalf of Authorities of the Port of Deendayal (also referred to as Deendayal Port Authority) from qualified & competent firms through Open competitive bidding for the subject work.
- 1.3** Interested eligible Tenderers may obtain further information and inspect the Tender documents at the e-Procurement website <https://Tender.nprocure.com>.

1.4 MINIMUM ELIGIBILITY CRITERIA OF THE FIRM -

The Tenderers shall meet the following qualifying criteria:

Financial Criteria: Average Annual financial turnover during the last three years, ending 31st March of the previous financial years, should be at least Rs. 67.50 Lakhs as certified by the Chartered Accountant i.e. FY 2020-21, 2021-22, 2022-23, 2023-24. If turnover for 2023-24 available than turnover of 2020-21 is not required. The Certificate issued by the Chartered Accountant should have UDIN No. (Unique Document Identification Number) mentioned on the Certificate for cross verification the Turnover / Net worth of the bidder.

1.4.1 Technical Criteria:

- 1.4.1.1** Average Annual financial turnover during the last three years, ending 31st March of the previous financial years, should be at least Rs. 67.50 Lakhs as certified by the Chartered Accountant i.e. FY 2020-21, 2021-22, 2022-23, 2023-24. If turnover for 2023-24 available than turnover of 2020-21 is not required. The Certificate issued by the Chartered Accountant should have UDIN No. (Unique Document Identification Number) mentioned on the Certificate for cross verification the Turnover / Net worth of the bidder.
- 1.4.2** Tender Fee in the form of digital mode of payment and Bid Security/Earnest Money Deposit in the form of Bank Guarantee. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender Fee and EMD. Such bidder shall upload in a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form no. 12), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.
- 1.4.3** Tender Documents together with accompaniments, including Integrity Pact, duly stamped and signed on each page.
- 1.4.4** Bio data (Resume/CV's) of Key Personnel complete in the prescribed format.
- 1.4.5** Bidder should furnish Income tax PAN number and GST registration number.

- 1.4.6** The declaration that they have not been banned or delisted by any government/Semi government Agency or PSU's.
- 1.4.7** The bidder should have no conflict of Interest in taking up the subject work as per clause no. 2.25.
- 1.4.8** Completion certificate/Performance certificate and work orders for the completed similar works (as per clause 1.5 of this tender) in support of experience claim. The work order shall clearly mention the scope of work /Deliverables.
- 1.4.9** Copy of Qualification Certificate to substantiate qualification claimed for Key Personnel.
- 1.4.10** Chartered Accountant or Statutory Auditor Certificate certified as mentioned in Form-2.
- 1.4.11** Even though the bidder meets the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
- 1.5 SIMILAR WORKS:** The Tenderer should have experience of providing and executing advisory services i.e. providing qualified legal, financial and technical experts during the last 7 years in port sector/any of the state governments/GoI/any public sector undertaking/development authority, or urban local body in India.
- 1.6 SITE VISIT:** The Bidder, at his own responsibility, cost and risk is encouraged to visit and examine the routes and its surroundings and to obtain all information that may be necessary for preparing the Bid and entering into a contract with the DPA for the subject works. The costs of visiting the site shall be at the Bidders' own expense. No claim will be entertained on this issue.

1.7 TEAM COMPOSITION

The proposed **Estate back-office cell** to be set up by the successful Tenderer shall consist of following officers/employees:

Role	Qualification	No of employees
Team Leader	<ul style="list-style-type: none"> - Degree in MBA. - At least 10 years of experience preferably in real estate and acquainted with Statutory Acts applicable to management of Leasehold land & Freehold Land - Experience in Project management/Asset Management/Financial Consulting/Marketing & Finance etc., - Proficient in Microsoft office (excel, word & ppt) 	1
Manager (Technical)	<ul style="list-style-type: none"> - Degree in Civil Engineering At least 6 years of experience in Tendering, Estimation, supervision/planning of Civil works/structures etc. <li style="text-align: center;">OR - Post Graduate in Civil Engineering. At least 5 years of experience in Tendering, Estimation, supervision/planning of Civil works/structures etc. - Proficient in Microsoft office excel (formulas, data functions, pivot table, etc.), Microsoft word, & 	1

	Microsoft PPT for both graduate and post graduate in civil engineering.	
Manager (Legal)	<ul style="list-style-type: none"> - Degree in Law At least 6 years of experience in dealing with legal/court matters of property & real estate. <li style="text-align: center;">- OR - Post Graduate in Law At least 5 years of experience in dealing with legal/court matters of property & real estate. - Proficient in Microsoft office (excel, word & ppt) for above both 	1
Manager (Finance)	<ul style="list-style-type: none"> - B. Com At least 6 years of experience in calculation and billing, taxation/GST, accounting, etc. <li style="text-align: center;">- OR - M.Com./ CA/CFA/CISA/MBA(Finance) At least 5 years of experience in calculation and billing, taxation/GST, accounting, etc. - Proficient in Microsoft office (excel, word & ppt) both graduate and post graduate. 	1
Assistant (Legal)	<ul style="list-style-type: none"> - Degree in Law - At least 2 years of experience in dealing with legal/court matters of property & real estate. - Proficient in Microsoft office (excel, word & ppt). 	1
Back office Executive-Assistants	<ul style="list-style-type: none"> - Graduate in any discipline - At least 3 years of experience in administration/accounts in a reputed firm. - Proficient in English - Proficient in Microsoft office excel (formulas, data functions, pivot table, etc.), Microsoft word, & Microsoft PPT, - Good speed in data entry and typing 	08 No's
Estate Inspector	<ul style="list-style-type: none"> - Diploma in Civil Engineering and At least 3 years of experience in supervision of building constructions in a reputed firm. <li style="text-align: center;">OR - Degree in Civil Engineering At least 2 Years of Experience in supervision of building constructions in a reputed firm. - Proficient in Microsoft office excel (formulas, data functions, pivot table, etc.), Microsoft word, & Microsoft PPT for both graduate and post graduate in civil engineering. 	02 No's
Surveyor	<ul style="list-style-type: none"> - Diploma in Civil Engineering At least 3 years of experience in surveying in reputed firm <li style="text-align: center;">- OR - Degree in Civil Engineering At least 2 Years of Experience in Surveying in a reputed firm. 	02 No's

	<ul style="list-style-type: none"> - Knowledge of latest surveying technology & equipment for both diploma and Civil Engineering both. - Proficient in Microsoft office excel (formulas, data functions, pivot table, etc.), Microsoft word, & Microsoft PPT for diploma and Civil Engineering both. 	
Record Keeper	<ul style="list-style-type: none"> - 12th Pass - Proficient in record keeping and data management/basic knowledge of computer etc. 	02 No's

1.8 SCOPE OF WORK:-

Scope of Work of agency shall be as below but not limited to:

1.8.1 Billing and outstanding statement preparation for lease rent/ground rent/license fees etc.

1.8.2 Dispatch section management and data entry.

1.8.3 Legal, Financial & Technical assistance to Divisional Officers of TD Wing & Land Section as under:

a. Assistance in the interpretations/ implementation of various policies/guidelines issued by Ministry & other statutory authorities and coming up with recommendations and action plans.

b. Assistance in allotment of land through E-tender cum E-auction for Gandhidham & Kandla Land through preparation of proposals and tender documents.

c. Assistance in preparation and analysis of reports regarding technical, land valuation, financial and legal issues for land area of DPA at Gandhidham and Kandla.

d. Assistance in implementation of Freehold Scheme of Residential Plots at Gandhidham.

e. Assistance in implementation of ERP System in TD Wing & Land Section.

1.8.4 Maintaining & Verification of land records.

1.8.5 Survey & Inspection of plots as per the direction of DPA officials and submit the inspection report thereof.

1.9 Job Description of Personnel of proposed Estate back-office cell

1.9.1 Job Description of Team Leader (One personnel required)

1.9.1.1 The team leader shall be overall In-charge of the team and shall be responsible for overall output of the team, time management, overall administration, co-ordination with DPA and other consultants of DPA and he shall be dealing with the day-to-day work.

1.9.1.2 The Team Leader shall be responsible to decide the work plan and prioritize the activities in coordination with DPA.

1.9.1.3 Prepare monthly and half yearly action plan based on the road map and feedback.

1.9.1.4 Prepare Comprehensive reports for land related transactions of DPA as requested by Divisional Officers of TD Wing & Land Section.

1.9.1.5 The comprehensive reports should include SOPs/ proposal that require interaction with multiple departments.

1.9.1.6 The team leader will report and assist the Divisional Officers of TD Wing & Land Section in preparation of performance report monthly, quarterly and yearly.

1.9.1.7 Study the present documents of DPA, Study existing policies and guidelines and come out with the conceptual proposals for the various issues described.

1.9.1.8 Monitoring and review the lease/license status.

- 1.9.1.9 Assist in handling eviction/recovery cases under Public Premises (Eviction of unauthorized occupants) Act, 1971. Submit the quarterly reports of the status of Eviction proceedings & Court Cases.
- 1.9.1.10 Prepare reports and proposals.
- 1.9.1.11 Assist DPA in making presentations and proposals in different forums.
- 1.9.1.12 Prepare monthly activity schedule and plans.
- 1.9.2 Job Description of Manager (Technical) (One personnel required)**
- 1.9.2.1 Preparation of Tender documents for Allotment of Port land, office premises to Port users and other parties on Lease/Licence basis
- 1.9.2.2 Assist for preparing of Board Note of various works and Tenders.
- 1.9.2.3 Preparation of report on encroachment and its action plan for removal of the same.
- 1.9.2.4 Assist for preparation of township planning as per government guidelines.
- 1.9.2.5 Managing works related to digitization & ERP System of TD Wing & Kandla Land.
- 1.9.2.6 Meeting with internal and external stakeholders as and when directed by divisional officers.
- 1.9.2.7 Making sure that the requirement of TD Wing & Kandla Land is conveyed clearly to the lessees/sub-lessees.
- 1.9.2.8 Understanding and mitigating the land issues.
- 1.9.2.9 Survey and inspection with estate team of DPA.
- 1.9.2.10 Submission of report of encroachments and other various land issues to respective divisional head of estate office.
- 1.9.2.11 However, the scope of works illustrated above is not limited to the above mentioned and other works related to estate area of DPA may be assigned.
- 1.9.3 Job Description of Manager (Legal) (One personnel Required)**
- 1.9.3.1 Study and ascertain that the proposals made in TD Wing & Land Section are as per the statutory regulations, constraint and requirement.
- 1.9.3.2 Study the present documents of DPA, Study existing policies and guidelines and come out with the conceptual proposals for the various issues described.
- 1.9.3.3 Preparation of Lease Deeds/Licence Agreements for allotment of land/shops/offices (accommodation etc.)
- 1.9.3.4 Assist Employees of TD Wing & Kandla Land to prepare reports and proposals.
- 1.9.3.5 Assist DPA in making presentations and proposals in different forums,
- 1.9.3.6 Study the files and furnish clarification to queries related to estate from leases, RTI, etc.
- 1.9.3.7 Preparation of SOPs for TD Wing & Kandla Land operations.
- 1.9.3.8 Study of various legal opinions received from port empanelled advocates and give recommendation to estate office along with report.
- 1.9.3.9 Co-ordination with legal section of DPA for compliance of guidelines & lease deed condition and other statutory norms.
- 1.9.3.10 Review the legal cases of DPA and assist in various court & PP act related matters.
- 1.9.3.11 Prepare legal analysis reports on lessee/sub-lessees of DPA land area.
- 1.9.3.12 To send proposal to Legal Section for providing opinion of various legal issues of land area of DPA.
- 1.9.3.13 Assist in handling eviction/recovery cases under Public Premises (Eviction of unauthorized occupants) Act, 1971. Submit the quarterly reports of the status of Eviction proceedings & Court Cases.
- 1.9.3.14 Updating of Register on Computer for Estate land, filing of suits, adjournment dates, suit status, Advocate names, Previous dates, Hand file no, Court room no., decrees obtained, etc. and generate reports in desired format daily and as and when required.
- 1.9.3.15 Prepare the documentation for approval in case of litigation and check if any encroachments in the land/premises.

- 1.9.3.16 Liaoning with legal section of DPA for the cases in which action is initiated. He shall ensure the follow up action on the Court orders.
- 1.9.3.17 However, the scope of works illustrated above is not limited to the above mentioned.

1.9.4 Job Description of Manager (Finance) (One personnel required)

- 1.9.4.1 Study and ascertain that the proposals made in TD Wing & Land Section are as per the statutory regulations, constraint and requirement.
- 1.9.4.2 Study the present documents of DPA, Study existing policies and guidelines and come out with the conceptual proposals for the various issues described.
- 1.9.4.3 Assist Divisional Officers & other staff of TD Wing & Land Section to prepare reports and proposals.
- 1.9.4.4 Assist DPA in making presentations and proposals in different forums.
- 1.9.4.5 To frame documents for related to valuation of estate property.
- 1.9.4.6 Study the files and furnish clarification to queries related to estate from leases, RTI, etc.
- 1.9.4.7 Assist in the perpetration of head wise books of accounts with all taxes, cess, TDS, GST etc. and files of return.
- 1.9.4.8 Co-ordination with Finance department of DPA.
- 1.9.4.9 Maintaining books of accounts under the guidance of Finance Dept. and preparation of various reports as per Finance Department.
- 1.9.4.10 Preparation of SOPs for TD Wing & Land Section operations.
- 1.9.4.11 Preparation of outstanding statement and interpretation of Board Resolutions.
- 1.9.4.12 Prepare analysis reports on finance related issues as requested by DPA.
- 1.9.4.13 However, the scope of works illustrated above is not limited to the above mentioned.
- 1.9.4.14 Monitoring of all Invoices issued to parties and ensure proper accounting of Receipts against Invoices raised.
- 1.9.4.15 Reconciliation of all receipts with Bank accounts
- 1.9.4.16 Preparation of party-wise outstanding Statements on monthly basis.
- 1.9.4.17 Preparation of Party-wise GST & TDS Report on monthly basis in the formats prescribed by DPA and its reconciliation with TDS/GST Consultants/ERP Ledgers
- 1.9.4.18 Checking and reconciliation of relevant ERP Ledgers.
- 1.9.4.19 Preparation of Party and age-wise Debtors, TDS & GST outstanding as on Closing of Final Accounts and reconciliation of the same with SAP balances.
- 1.9.4.20 Compliances of all Audit observations.

1.9.5 Assistant (Legal) (One personnel Required)

- 1.9.5.1 Study and ascertain that the proposals made in TD Wing & Land Section are as per the statutory regulations, constraint and requirement.
- 1.9.5.2 Study the present documents of DPA, Study existing policies and guidelines and come out with the conceptual proposals for the various issues described.
- 1.9.5.3 Assist in Preparation of Lease Deeds/Licence Agreements for allotment of land/shops/offices (accommodation etc.)
- 1.9.5.4 Study the files and furnish clarification to queries related to estate from leases, RTI, etc.
- 1.9.5.5 Study of various legal opinions received from port empanelled advocates and give recommendation to estate office along with report.
- 1.9.5.6 Co-ordination with legal manager and legal section of DPA for compliance of guidelines & lease deed condition and other statutory norms.
- 1.9.5.7 Review the legal cases of DPA and assist to legal manager in various court & PP act related matters.
- 1.9.5.8 Prepare legal analysis reports on lessee/sub-lessees of DPA land area.

- 1.9.5.9 Assist to legal manager in handling eviction/recovery cases under Public Premises (Eviction of unauthorized occupants) Act, 1971.
- 1.9.5.10 Updating of Register on Computer for Estate land, filing of suits, adjournment dates, suit status, Advocate names, Previous dates, Hand file no, Court room no., decrees obtained, etc. and generate reports in desired format daily and as and when required.
- 1.9.5.11 Prepare the documentation for approval in case of litigation and check if any encroachments in the land/premises.
- 1.9.5.12 However, the scope of works illustrated above is not limited to the above mentioned.

1.9.6 Job Description of Back Office Executives Assistants and Staff (8+2+2+2=14 personnel) are as under:

Following staffs shall be provided in proposed estate back office by successful bidder and their job description shall be as under:

1.9.6.1 Job Description for Back Office Executives Assistants (8 No's):

- 1.9.6.1.1 Shall report and assist the Sectional Head of the TD Wing & Kandla Land in various land related transactions of estate office.
- 1.9.6.1.2 Scrutiny of application of transfer of lease and process the proposal as per rules and guidelines.
- 1.9.6.1.3 Scrutiny of application of mortgage of plots and process the proposal as per rules and guidelines
- 1.9.6.1.4 Scrutiny of Freehold application and submit the file to sectional head through Manager (T) and Manager (Legal).
- 1.9.6.1.5 Preparation of Ground rent demand and outstanding statement.
- 1.9.6.1.6 Manage the Inward and outward of files.
- 1.9.6.1.7 Preparation of proposal of correspondences with outside agencies.
- 1.9.6.1.8 Co-ordination with other divisions and department of DPA.
- 1.9.6.1.9 Scanning of Inward and Outward letters.
- 1.9.6.1.10 Billing of leases in time bound manner.
- 1.9.6.1.11 Preparation of monthly estate wise collections and prepare a statement of revenue collections.
- 1.9.6.1.12 Generate bills for Rent/Compensation, GST Taxes, advocates etc.
- 1.9.6.1.13 Data entry and verification of data in online in ERP system.
- 1.9.6.1.14 Head wise and code wise yearly summary of Bill rendered and Bill collection is to be prepared.
- 1.9.6.1.15 Estate wise and code wise yearly posting of bill rendered amounts is to be done for budget purpose.
- 1.9.6.1.16 Attend queries raised by parties regarding bills as furnishing payment dates for interest charged.
- 1.9.6.1.17 Preparation of outstanding statement.
- 1.9.6.1.18 Preparation of list of running leases and expired leases,
- 1.9.6.1.19 Calculation of arrears of billed amount in respect of rent/comp, charges, taxes/cesses and other differential charges and interest of tenants/lessees in arrears of Port Authority dues.
- 1.9.6.1.20 Prepare and update the online databases of all leases/sub-leases.
- 1.9.6.1.21 Providing general Information from the Database through and preparing various reports as per instructions and in the desired format including Graphical Presentation.
- 1.9.6.1.22 Attend to local purchase pertaining to office consumables, hardware/peripherals and maintaining proper record.
- 1.9.6.1.23 Attend to all such other works as may be assigned to them from time to time.

1.9.6.2 Job Description for Surveyor (2 Personnel required):

- 1.9.6.2.1 Carry out the survey of Gandhidham Land and Kandla Land.
- 1.9.6.2.2 Submission of inspection report.
- 1.9.6.2.3 Verification of status of constructed and vacant plots
- 1.9.6.2.4 Report to Manager (Technical) and divisional officers about encroachment of land of DPA at Gandhidham and Kandla.
- 1.9.6.2.5 Assist the Estate Inspector and other officials of DPA for carrying out the survey and inspection of plots.
- 1.9.6.2.6 Survey of Port land whenever required for allotment, review of encroachment and other purposes.
- 1.9.6.2.7 Liaoning with state Govt. officials/agency for demarcation of the land.
- 1.9.6.2.8 Attend to all such other works as may be assigned to them from time to time by DPA.

1.9.6.3 Job Description for Record Keeper (2 Personnel required)

- 1.9.6.3.1 Management and keeping the land related files and records in systematic manner in record room.
- 1.9.6.3.2 To assist staff for bringing out the files from record room.
- 1.9.6.3.3 To place the all file at correct locations in record room.
- 1.9.6.3.4 Attend to all such other works as may be assigned to them from time to time by DPA.

1.9.6.4 Job Description for Estate Inspector (2 Personnel required)

- 1.9.6.4.1 Earmarking of Plots along with others officials as and when required.
- 1.9.6.4.2 Inspection of plots allotted for various purpose and issue notice in case of violation.
- 1.9.6.4.3 Inspect of salt land encroachment.
- 1.9.6.4.4 Inspection of Port land whenever required for allotment, review of encroachment and other purposes.
- 1.9.6.4.5 Liaoning with state Govt. officials/agency for demarcation of the land
- 1.9.6.4.6 Assist in removal of encroachments, make complains to police and statutory authorities.
- 1.9.6.4.7 Submit the Encroachment Report quarterly to Divisional Officers.
- 1.9.6.4.8 Attend to all such other works as may be assigned to them from time to time by DPA.

1.10 ADDITIONAL TERMS & CONDITIONS:

- 1.10.1** The above team will work at the premises provided by DPA. DPA will provide necessary office space, required furniture's etc. **However, computer/laptops with printers shall be provided by the firm to its key personnel being deployed for the present contract.**
- 1.10.2** The Cell will function during all the working days and, if required, on holidays also during exigencies.
- 1.10.3** Each supporting staff/ team member can avail 15 days as Casual Leave during one year.
- 1.10.4** Prior intimation of the leave to DPA is must.
- 1.10.5** At any point of time, if DPA is not satisfied with the work of any of the contractual employees, the firm will replace the person taking the approval from DPA.
- 1.10.6** During the contract period, DPA can decrease/increase in the number of the contractual employees. The payment shall be made for the actual number of the Personnel deployed by the Contractor and for number of days they are deployed in a month.
- 1.10.7** The payment will be released on monthly basis on providing a Certificate for work done and recommendation of the Dy. Chief Engineer (Estate) & Executive Engineer (Kandla Land) or as authorised by Chief Engineer & HOD Estate, Deendayal Port Authority.
- 1.10.8** The Cell will work under the administrative control of Chief Engineer & HOD Estate.

- 1.10.9** No local transport will be provided. However, in case they are required to travel as per instructions of Chief Engineer & HOD Estate, Deendayal Port Authority, the TA/DA as payable to entry level Class-I officers will be paid to Team Leader and all Managers only.
- 1.10.10** Office stationery will be provided by Deendayal Port Authority.
- 1.10.11** The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of DPA which will be communicated to Team Leader & Managers as and when requires.
- 1.10.12** The contractor shall ensure that any details of office, operational process, technical knowhow, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.
- 1.10.13** The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
- 1.10.14 Accommodation:** Suitable accommodation (E-type or F-Type Quarter) at Gandhidham Port Colony, if available, may be provided subject to recovery of charges as per applicable rules of DPA.

1.11 THE TENDERERS ARE REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS:

- 1.11.1** Bidder has to submit Work Orders and Completion Certificates/Performance certificate for similar works carried out by them during last seven years.
- 1.11.2** In case the “similar work” has been executed for any private body, the bidder will be required to produce the tax deducted at source, (TDS) Certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completion of work. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.
- 1.11.3** Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor’s report for the past three years.
- 1.11.4** CV of all the resources required in this contract along with the copies of relevant qualifications certificates (As mentioned in this Tender).
- 1.11.5** Declaration that they have not been banned or de-listed by any government/Semi government Agency or PSU’s.
- 1.11.6** Tenderer should furnish Income tax PAN No. and GST tax registration no.
- 1.11.7** All other Document as specified in the Tender Document.
- 1.11.8** Bidders should give an undertaking stating the following: -
- (a). that the documents submitted by them /information given in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
 - (b). they will comply to the terms and conditions of Tender documents without any deviation.
 - (c). the bidder shall not have a conflict of interest that affect the bidding process.

1.12 CRITERIA FOR EVALUATION:

1.12.1 DPA shall open the Technical proposals online on the Date mentioned in the Notice Inviting Tender, at the place specified and in the presence of the bidders who choose to attend. The online bids will be opened only after ascertaining the receipt of the Tender Fee and Bid Securing Declaration in prescribed Format of the bidder. The Financial proposals will be opened at a later date after completion of Technical Evaluation.

1.12.2 Proposals for which a notice of withdrawal has been submitted shall not be opened.

1.12.3 Prior to evaluation of Proposals, DPA will determine whether each Proposal is responsive to the requirements of the Tender on the basis of documents submitted online.

1.12.4 A PROPOSAL SHALL BE CONSIDERED RESPONSIVE ONLY IF:

1.12.4.1 The Technical Proposal is received online in the form specified in this document;

1.12.4.2 It is received by the Proposal Due Date.

1.12.4.3 It is accompanied by the Bid Securing Declaration in prescribed Format as specified in Clause 1.12.5.1 & NIT (form-12).

1.12.4.4 It is accompanied by a Bid Tender fee (Tender Cost) and EMD/Bid Security as specified NIT.

1.12.4.5 It is signed, uploaded.

1.12.4.6 It is accompanied by the Power of Attorney, affidavit, undertaking etc.

1.12.4.7 It contains all the information (complete in all respects) as requested in the Tender;

1.12.5 DPA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DPA in respect of such Proposals. The bids without the Bid Tender fee and Bid Securing Declaration form shall be considered as non-responsive.

1.12.5.1 BID SECURITY (Earnest Money Deposit - EMD)

A. No tender will be considered which is not accompanied by a sum of Rs. 6,75,000.00 (Rupees Six Lakhs Seventy Five Thousand Only) as Earnest Money Deposit. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (Form no. 12), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.

B. The EMD up to Rs. 5 Lakhs be payable through digital mode. EMD beyond Rs.5 Lakhs be payable in the form of Bank Guarantee (drawn in favour of "Board of Deendayal Port Authority" as per Form no. 11) for the entire amount from any Nationalized Bank/Scheduled Bank (except Co-operative Bank) having its branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical proposal. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand

disqualified.

- C. EMD of unsuccessful bidders other than H1 and H2 is refunded immediately after ranking of price bids. Earnest money of H2 is refunded immediately after entering into agreement with H1 and acceptance of performance Guarantee from H1.
- D. EMD shall be refunded suo-motto without any application from the bidders.
- E. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- F. The Bid security may be forfeited, if
 - 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 Clause 1.35.2(k); or
 - c) The successful bidder fails within the specified time limit to (i) Sign the Agreement or (ii) Furnish the required Performances security.
- G. "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 in preliminary bid a scanned copy of valid certificate. Such bidder shall upload in preliminary proposal a scanned copy of valid certificate, as well as duly filled in and signed '**Bid Securing Declaration**' as per format provided in the tender document (**Form No.12**), failing which the bid shall be disqualified: -

NIC codes regarding similar work is mentioned below:

Level	Description
Section – M	Professional, Scientific and Technical Activities
Division – 70	Activities of head offices; management consultancy activities
Group - 702	Management Consultant activities
Class – 7020	Management Consultant activities
Subclass- 70200	Management Consultant activities
Division – 71	Architecture And Engineering Activities; Technical Testing And Analysis
Group - 711	Architecture and engineering activities and related technical consultancy
Class – 7110	Architecture and engineering activities and related technical consultancy
Subclass- 71100	Architecture and engineering activities and related technical consultancy

1.12.6 The proposals which are found responsive will be processed further for Technical Evaluation.

1.12.7 TECHNICAL EVALUATION:

Responsive bids satisfying Minimum Eligibility Criteria stipulated in clause no. 1.4 shall be examined in details for their technical contents. Compliance to detailed Terms of Reference taking into account proposed Approach and Methodology, Experience of bidder, proposed work plan for implementation, team composition etc. with reference to adequacy, acceptability and understanding of the bidders shall be checked. The detailed evaluation of Technical proposals shall be carried out as follows.

1.12.7.1 The total Technical marks are 100 marks and are assigned to various technical criteria as per the Evaluation Criteria shown in the following table:

Sr. No.	Firms experience	40 Max. Marks	Amount of completed similar works
1	<p>The firms should have undertaken “similar works” during the last 7 years.</p> <p>“Similar works”- The Tenderer should have experience of providing and executing advisory services i.e. providing qualified legal, financial and technical experts during the last 7 years in port sector/any of the state governments/ GoI/ any public sector undertaking / development authority, or urban local body in India.</p>	Max 40 marks	<p>1. Completed each similar work costing Rs 90 to 112 lakhs -10 marks, ---OR---</p> <p>2. Completed each similar work costing Rs 113 to 180 lakhs -20 marks,----OR---</p> <p>3. Completed each similar work costing more than Rs 180 lakhs -40 marks.</p>

Sr. No.	Firms experience	60 Max. Marks	Criteria
Relevant Experience of the key personnel will consist of the following: (refer clause no 1.7)			
1	Team Leader	10	For minimum prescribed educational qualification 4 marks.
			<ul style="list-style-type: none"> ➤ For Minimum relevant, experience 2 marks. ➤ For additional 1 years’ experience 0.5 mark with the max of 2 marks.
			For every completed year of the employee with the Bidder/Firm 1 mark is awarded with the max of 2 marks.
2	Manager (Technical)	5	<ul style="list-style-type: none"> ➤ For Degree/Post Graduate in Civil Engineering educational qualification 2 marks.
			<ul style="list-style-type: none"> ➤ For Minimum relevant experience 1 marks. ➤ For additional 1 years’ experience 0.5 mark with max of 1 marks.
			For every completed year of the employee with the Bidder/Firm 1 mark is awarded with max 1 marks.

Sr. No.	Firms experience	60 Max. Marks	Criteria
3	Manager (Finance)	5	<ul style="list-style-type: none"> ➤ For minimum prescribed educational qualification 2 marks. ➤ For Minimum relevant experience 1 marks. ➤ For additional 1 years' experience 0.5 mark with a cap of 1 marks. <p>For every completed year of the employee with the Bidder/Firm 1 mark is awarded with max of 1 marks.</p>
4	Manager (Legal)	5	<ul style="list-style-type: none"> ➤ For minimum prescribed educational qualification 2 marks. ➤ For Minimum relevant experience 1 marks. ➤ For additional 1 years' experience 0.5 mark with max of 1 marks. <p>For every completed year of the employee with the Bidder/Firm 1 mark is awarded with max of 1 marks.</p>
5	Assistant (Legal)	5	<ul style="list-style-type: none"> ➤ For minimum prescribed educational qualification 2 marks. ➤ For Minimum relevant, experience 1 mark. ➤ For additional 1 years' experience 0.5 mark with max of 1 mark. <p>For every completed year of the employee with the Bidder/Firm 1 mark is awarded with max of 1 mark.</p>
6	Back office Executive Assistants- 8 no's	2.5 marks for each (Max-20 marks)	<p>For minimum prescribed educational qualification 1 marks.</p> <ul style="list-style-type: none"> ➤ For Minimum relevant experience 0.5 mark. ➤ For additional 1 years' experience 0.5 mark with max of 0.5 mark. <p>For every completed year of the employee with the Bidder/Firm 0.5 mark is awarded.</p>

Sr. No.	Firms experience	60 Max. Marks	Criteria
7	Estate Inspector (02 Nos.)	2.5 marks for each (Max- 5 marks)	➤ For minimum prescribed educational qualification 1 marks.
			➤ For Minimum relevant, experience 0.5 mark. ➤ For additional 1 years' experience 0.5 mark with max of 0.5 mark.
			For every completed year of the employee with the Bidder/Firm 0.5 mark, max 0.5 mark.
8	Surveyor (02 Nos.)	2.5 marks for each (Max- 5 marks)	➤ For minimum prescribed educational qualification 1 marks.
			➤ For Minimum relevant, experience 0.5 mark. ➤ For additional 1 years' experience 0.5 mark with max of 0.5 mark.
			For every completed year of the employee with the Bidder/Firm 0.5 mark, max 0.5 mark.
	Total	60 Marks	

1.12.7.2 MINIMUM ELIGIBILITY CRITERIA FOR OPENING OF FINANCIAL PROPOSAL:

1.12.7.2.1 In case more than 3 CV scores less than 70% marks or Team Leader scores less than 70% marks, the proposal shall be considered **non-responsive**.

1.12.7.2.2 The bidders who will score minimum 70 Marks (out of 100 marks) in the Technical Evaluation shall be called as “Technically Qualified”. The Financial Bids of the “Technically Qualified” bidders shall only be opened by DPA for evaluation.

1.12.7.3 OPENING AND EVALUATION OF FINANCIAL PROPOSAL.

Financial Proposal of responsive bidders “Technically Qualified”, who are found acceptable

on scrutiny of technical contents and satisfy the criteria for evaluation of Proposal Document, will be opened online. The date of opening of financial proposal will be conveyed to qualified bidders.

1.12.7.4 **SELECTION AND AWARD OF THE CONTRACT:**

QCBS procedure shall be adopted with 80% weightage to Technical and 20% weightage to the Financial bid quoted as per the Formula mentioned below.

1.12.7.5 **EVALUATION METHODOLOGY:**

1.12.7.5.1 The score (P_t) for Technical Proposal would be the Arithmetic Sum of the marks out of 100 marks, obtained by the bidder in the Technical Evaluation.

1.12.7.5.2 The Financial Proposal shall be given scores as follows:

$$P_f = 100 \times \left[\frac{\text{Financial Proposal of Lowest bidder}}{\text{Financial Proposal of the bidder under consideration}} \right]$$

1.12.7.5.3 The composite score shall be computed as follows:

$$\text{Composite Score (S)} = (P_t \times 0.8) + (P_f \times 0.2)$$

1.12.7.5.4 The bidder obtaining the highest Composite Score would be declared as the “**Selected Bidder(H1)**”.

1.12.7.5.5 In case two bidders get equal Composite Score, the bidder offering the lowest financial quote shall be selected. In case the financial quotes are also same, the firm with the highest financial average turnover will be considered.

1.12.7.6 In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/alterd to make a non-responsive proposal responsive. The proposals that are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

1.12.7.7 Please note that employer at their discretion may decide for not asking for any clarification and proceeding with evaluation based on the available documents in the bid’s submission. In view of the above it is requested that all the bidders shall thoroughly study bid requirement and submit all required information/documents along with the bid.

1.13 **AWARD OF CONTRACT:**

1.13.1 The Successful Bidder shall be invited for Negotiations, if necessary.

1.13.2 Prior to the expiration period of proposal validity/ extended validity, the DPA will notify the successful bidder evaluated in writing by email/ registered letter, or facsimile. The party selected for award of assignment shall be issued a Letter of Award (LOA) (Form No.10) by

DPA. This letter along with written acknowledgement of the successful party shall constitute contract between the party/ies with Employer, till signing of formal agreement.

- 1.13.3** The Team Leader and other key personnel mentioned in the Tender shall not be replaced during assignment subject to provisions of the special conditions of contract.
- 1.13.4** Within 21 days of date of issue of Letter of Award, the successful party shall furnish a performance security for satisfactory completion of the Assignment, in the form of a Bank Guarantee as prescribed in Form No. 11 and simultaneously sign formal agreement of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. All costs, charges and expenses including the stamp duty incurred in connection with this Contract for preparation and completion of Agreement will be borne by the DPA. Until such Contract Agreement is executed the acceptance of the bid/ Tender in terms of the Contract as defined shall be binding upon the parties and shall be the Contract. The Firm's bills will not be passed for payment until the Contract Agreement is executed.
- 1.13.5** Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment / withdrawal of the LOA. In such an event, DPA reserves the right to:
- 1.13.5.1 Deleted**
- 1.13.5.2** Take any such measures as may be deemed fit in the sole discretion of DPA, including annulment of the Selection process.
- 1.13.6** The firm shall be required to mobilise manpower and other logistic support and technical support, within 30 days from the date of issue of Work Order which will be treated as date of commencement of services.

1.14 Contract Agreement:

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

The successful Bidder will be required to execute an agreement at his expense on three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 13) for the due and proper fulfilment of the contract within 14 days from the date of Letter of Acceptance.

- 1.14.2** Pending preparation and execution of the contract agreement as above, the Tender submitted by the Contractor together with letter/fax accepting the Tender shall constitute a binding contract between the Board and the Contractor.
- 1.14.3** The contract period shall be reckoned from the date of issue of Work Order to commence the work.
- i) The original agreement as per the format attached with the Tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)

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

1.15 CONTACTS DURING PROPOSAL EVALUATION

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the DPA makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, DPA and/ or their employees/ representatives on matters related to the Proposals under consideration.

1.16 PERFORMANCE SECURITY:

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

- (a) Performance guarantee should be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee/FDR, or Digital Mode within (21 days in case of domestic bid and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance Security Deposit shall be released as per clause no 1.16.1.5.
- (b) Successful Bidder has to submit the Performance Security @ 5% of Contract Price within 21 days of receipt of Letter of Acceptance/Intent, failing which the work will not be awarded and the Bid Security i.e. EMD will be forfeited.
- (c) The documentary evidence (copy of paid challan in Government Treasury) of welfare cess @1% of work done as amended by Statutory Authority from time to time paid on final bill shall be submitted before releasing the Performance Guarantee

(d) In The payment terms “The payment from 2nd bill to pre-final bill , shall be released, subject to the condition that documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time , paid of concerned authority is submitted for the previous bill”,

1.16.1 The specimen Format Bank Guarantee is given in Form No. 11.

- 1.16.1.1 The Bank Guarantee is required to be dispatched by the issuing bank directly to the Employer by Registered AD Post.
- 1.16.1.2 DPA may at its option forfeit the Bank guarantee towards Performance Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract. Performance Guarantee will also be en-cashed if the contractor fails to pay the minimum wages to his security personnel and /or fails to deposit statutory dues under various statutes /statutory deductions made from the wages of his Security Personnel and DPA, as a Principal Employer is required by statute to pay the same. This will be without prejudice to the right of the DPA to levy penalty per day of default in making payment of minimum wages and /or deposit of statutory dues.
- 1.16.1.3 The validity of the bank guarantee should be kept upto 60 days from the date of completion of the contract period or extensions granted, if any. In addition to the above the bank guarantee should have a claim period of 3 months from the date of expiry of the Bank Guarantee.
- 1.16.1.4 The balance Security Deposit will be released within 60 days of successful completion of contract period or extended period, if any and on presentation of an absolute “**No Demand Certificate**”

1.17 EXTENSION OF VALIDITY OF PROPOSAL:

If it becomes necessary, DPA may request the parties, in writing, to extend validity of proposals.

1.18 MISCELLANEOUS

- 1.18.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gandhidham shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 1.18.2** DPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Bidder in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to DPA by, on behalf of, and/ or in relation to any Proposal; and/ or
 - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 1.18.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DPA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and

all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

1.18.4 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Proposals shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DPA in relation to or matters arising out of, or concerning the Selection Process. DPA will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. DPA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DPA.

1.19 PROCEDURE FOR OBTAINING TENDER DOCUMENTS:

1.19.1 Interested Tenderers will have to download the Tender document from DPA website www.deendayalport.gov.in and/or <https://Tender.nprocure.com>. The bidder has to submit the Tender fee with their offer in the form of Digital mode of payment towards non-refundable Tender fee of Rs.1770/- (Rupees One thousand Seven hundred Seventy only) (Inclusive of GST of 18%). in the favour of “Deendayal Port Authority”, payable at Gandhidham. The downloading of the Tender documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.

1.19.2 The bidder is responsible to download Addendums / Amendments / Errata / replies to the queries of the bidder etc. if any, issued by the employer, from web site before the submission of the Bid Document. Any shortfall in submissions of the said Addendum / Amendments / Errata / replies to the queries of the bid document, etc. along with the downloaded documents while submitting the bid documents will not be considered. Incomplete Bid documents shall be rejected outright. The Tenderers are requested to check and no advertisement in the newspapers will be given in this regard.

1.20 BID SUBMISSION-

1.20.1 The detailed procedure for online bid submission has been provided in “Instructions for Online Bid Submission” of this Tender.

1.20.2 Complete bid submission is online. Bidders shall have to submit sealed cover containing digital mode of payment towards Tender Fees and EMD or valid MSME certificate and Bid Securing Declaration in prescribed Format (Form No.12) only in the office of Dy. Chief Engineer (Estate), TD Wing, A. O. Building, Gandhidham (Kutch) – 370201 on or before the Due Date and Time.

1.20.3 The Bidders will submit their offers online in the appropriate cover mentioned on the site. The bidders will have to sign the documents wherever required and upload the scanned copies of those signed document along with their bids.

1.20.4 The bidders submit the following documents online and **hard copy of the same should reach the office of Dy. Chief Engineer (Estate), Deendayal Port Authority, A. O building, Room no 18, Gandhidham (Kutch) within seven days from the actual date of opening of Technical Bid/Preliminary bid.**

Sr. No.	Documents to be submitted online	Documents to be submitted in physical mode (Hard Copy)
1	Scanned copy of the submitted Digital mode of payment towards Tender Fees and EMD is to be Submitted in the form of Bank Guarantee and to be submitted in electronic form through on line (by scanning) while uploading the bid. OR valid MSME certificates and Bid Securing Declaration towards the exemption of cost of Tender fee and EMD.	Digital mode of payment towards Tender Fees and EMD is to be submitted in the form of Bank Guarantee and to be submitted in electronic form through on line (by scanning) while uploading the bid. OR valid MSME certificates and Bid Securing Declaration towards the exemption of cost of Tender fee and EMD.
2	Duly signed Scanned copy of Bid Securing Declaration in prescribed Format as provided in the bid document.	Duly signed copy of Bid Securing Declaration in prescribed Format as provided in the bid document.
3	Scanned copies of Letter of Application (On the Letter Head of the Bidder) & Declaration, ECS Mandate(Form 1, 4 & 14)	Copy of Undertaking, Letter of Application (On the Letter Head of the Bidder), ECS Mandate. (Form 1, 4 & 14)
4.	Scanned copy of Supporting Documents for Eligibility criteria mentioned in Tender Notice.	Copy of Supporting Documents for Eligibility criteria mentioned in Tender Notice.
5.	Scanned copy of Integrity Pact – Section-VII	Duly signed Integrity Pact – Section-VII
6	Scanned copy of duly filled and signed Tender Set.at required places	Duly filled and signed Tender Set
7.	Duly filled in on-Line System at websites https://Tender.nprocure.com	NIL
8	Scanned copies of CV's alongwith the relevant qualification certificates of all key personnel	Hard copies of CV's alongwith the relevant qualification certificates of all key personnel

1.20.5 Deadline of Submission of the Bids

1.20.5.1 Bids must be received by the employer in On-Line System at websites <https://Tender.nprocure.com> not later than 28.02 .2025 **upto 16:00 Hours**. The Hard copies of Bids must be received by the Employer at the address specified above not later than 7 days from the date of opening of the technical bid.

- 1.20.5.2 At the time of submission of the Tender document, the Bidder shall submit the **Form-6** that no exceptions and deviations have been made in document. The uploaded version of the Port Tender Document at <https://Tender.nprocure.com> websites will be treated as authentic Tender and if any discrepancy is noticed at any stage between the Port's Tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://Tender.nprocure.com> websites shall prevail.
- 1.20.5.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://Tender.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 1.20.5.4 The server time will be considered as the standard time for referencing the deadlines for submission of bids by the bidders, opening of bids etc. The bidders should follow this time during the bid submission.
- 1.20.5.5 **Late Bids:** After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.
- 1.20.5.6 **Modification and Withdrawal of Bids**
- 1.20.5.6.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension, if any.
- 1.20.5.6.2 No Bid can be modified after the deadline for submission of Bids.
- 1.20.5.6.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result action as per Bid Securing Declaration Form.
- 1.21 PRICE BID-** Financial Offer: The bidder shall submit his financial offer online in the format provided in **Bill Of Quantities (BOQ) Schedule – B** and no other format is acceptable. The bidder should submit online the scanned price bid after filling all the figures according to the Instructions for Online Bid Submission and instructions at e-Procurement website <https://Tender.nprocure.com> . Price bid should not be submitted in hard copy format in any case.
- 1.22 Bids will not be considered in case the Bid Securing Declaration Form and Tender Fee is not submitted in the form and manner described above.**
- 1.23** The Tender documents are NOT TRANSFERABLE.
- 1.24** Deleted
- 1.25** Deleted
- 1.26** Deleted
- 1.27** The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

- 1.28** The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.
- 1.29** The rate quoted by the contractor shall be inclusive of all prevailing taxes (except GST) involved in the execution of work contract and other taxes as per Govt. notifications etc. and all other incidental charges that the contractor may have to bear for the execution of the works.
- 1.30** GST at the rates applicable from time to time, shall however be paid extra. The payment of GST shall be subject to the reflection of credit towards GST amount paid for previous month in DPA's Electronic Credit Ledger Account on GSTN Portal. The GST for the first month shall be reimbursed only after reflection of credit towards GST amount in DPA's Electronic Credit Ledger Account on GSTN portal.
- 1.31** Any new taxes that will be made applicable during the course of execution, will be reimbursed at actuals on production of proof of remittance after taking in to consideration the tax component build in the existing BOQ.
- 1.32** The contractor shall comply with the Employee State Insurance Act 1948, Government of India, Ministry of Labour and employment notifications & provide the ESI code No. & updating the contribution towards the ESIC. Contractor has to submit proof of remittance of wages to bank account of his employees and labours, receipts towards Payment of ESIC and PF along with each bill. His payment will not be released if he fails to provide such details along with each bill.
- 1.33** The successful firm shall comply fully with all Central and State laws dealing with the employment of persons, apprentices etc. including the Employment of Children Act, 1938, Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, the Factories Act, 1948, the Minimum Wages Act, 1948, Dock Labour Regulations, Contract Labour (Regulation and Abolition) Act 1970. Employees Provident Fund Act (EPF), ESIC regulations and any statutory amendment or re-enactment thereof for the time being in force.

1.34 Integrity Pact (IP)

- 1) The bidder has to execute Integrity Pact agreement with Dindayal Port Authority (as per Section-VII). And Shri Amiya Kumar Mohapatra, IFoS(Retd.) and Shri Dr Gopal Dhawan, Ex-CMD,MECL have been appointed by DPA as Independent Expternal Monitors and whose address are as under :-

Shri Amiya Kumar Mohapatra, IFoS(Retd.) Qrs, No 5/9, Unit-9, Bhoi Nagar, Bhubaneswar-751022 Mo no 9437002530 Email-amiyaiifs@gmail.com	Shri Saurabh Chandra, IAS (Retd.), House no 120, Lal Shakti Vihar, (NHPC Society) P4, Builders area, Great Noida Gautam Budh Nagar, Utter Pradesh-201315. Mo no – 8007771467, Email-gdhawangeologist@gmail.com
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Procedure for signing Integrity Pact:

1. The IP duly signed by Employer/Authorized Person (of DPA) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
2. The bidder shall download and print the IP Agreement signed by the Employed and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing

procedure, the Potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

3. The procedure mentioned above regarding signing IP Agreement by both the parties shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.

However, the Integrity Pact is to be executed on Stamp paper with the successful bidder only.

1.34.1 For Tender related any queries may be clarifying after contacting to Shri Sunil. Soren, Executive Engineer(Estate) (Mobile No. +91-9998777742 , E-mail : kptgandhidhamestate@gmail.com)

1.35 OTHER TERMS & CONDITIONS:

1.35.1 Right to Accept or Reject the Proposal:

Notwithstanding anything contained in this Proposal Document, DPA reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons. DPA reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- c) Bid is not accompanied by Tender Fee, EMD/MSME Certificate, Bid Securing Declaration Form and Integrity Pact Agreement.

1.35.2 Deleted

a) Amendment of Proposal Document:

- 1) At any time before the due date for submission of proposals, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the documents by amendment. The amendments will be notified as described in the Notice inviting Tender. The Employer may at its discretion extend the deadlines for the submission of proposals.

- 2) Deleted

1.35.3 TAXES AND DUTIES:

- a) The Firms' offer shall be inclusive of all taxes and duties except GST payable by them. Income Tax and any other statutory taxes to be deducted at source, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time. GST as applicable will be reimbursed by DPA. Reimbursement will be subject to production of documentary evidence of payment of GST to the concerned authorities. Any new taxes that will be made applicable during the contract period will be reimbursed at actual on production of proof of remittance after taking into consideration the tax component built in the existing offer. However, before payment of such taxes the successful bidder shall obtain prior approval of the Employer.

b) **Currency and Payment for Services (Fees in Indian Rupees):**

The charges/fees for carrying out the Services shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the Employer. The payment will be released on monthly basis on providing a Certificate for work done and recommendation of the Dy. Chief Engineer(Estate)/Executive Engineer (Kandla Land) or as authorised by Chief Engineer, Deendayal Port Authority. Payment of said charges will be made by Deendayal Port within one month from date of due by RTGS.

1.35.4 PRE-BID MEETING: (Not Applicable)

Interested Bidders may attend a Pre-Bid meeting which will be conveyed at the office of the Dy. Chief Engineer(Estate), Deendayal Port Authority on schedule date. The purpose of the Pre- Bid meeting will be to clarify issues on Proposal and to answer queries on any matter that may be raised at that stage. 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 kptgandhidhamestate@gmail.com on in writing so as to reach the Dy. Chief Engineer(Estate) not later than One (1) day before the date of Pre-Bid meeting:-

Sr. No.	Clause No	Page No	Query

Questions raised by bidders in writing and reply of port thereof will be furnished on e-procurement website and DPA's official website www.deendayalport.gov.in.

1.35.5 SCHEDULE OF BIDDING PROCESS:

DPA has fixed the schedule for this bid which has been mentioned in Tender Activity Sheet. In order to meet the target dates, all bidders are requested to respond expeditiously to inquiries during the evaluation process.

1.36 INSTRUCTIONS FOR ONLINE BID SUBMISSION

1.36.1 REGISTRATION

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

(n) code Solutions,
A Division of GNFC,
301 GNFC Infotower, Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18 Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652. E-mail: nprocure@gnfc.net.

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

**(n) code Solutions-A division of GNFC Ltd.,
(n)Procure Cell 403, GNFC Info tower,
S.G. Road, Bodakdev,
Ahmedabad – 380054 (Gujarat)**

Contact Details of (n) code Solutions:

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

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

1.36.2 PREPARATION OF BIDS

- 1.36.2.1 Bidder should take into account any corrigendum or addendum published on the Tender document before submitting their bids.
- 1.36.2.2 Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.36.2.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

1.36.3 SUBMISSION OF BIDS

- 1.36.3.1 Bidder should log in the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.36.3.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document.
- 1.36.3.3 Bidder should prepare the bid security & cost of Tender set as per the instructions specified in the Tender document. The original should be submitted in the sealed cover as specified in the Tender document in person latest by the last date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 1.36.3.4 Bidders are requested to note that they should necessarily submit their online financial bids in the format provided in the Tender and no other format is acceptable. The price bid has been given under Section-VIII with the Tender document.
- 1.36.3.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 1.36.3.6 The uploaded Tender documents become readable only after the Tender opening by the authorized bid openers.
- 1.36.3.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.36.3.8 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

1.36.4 ASSISTANCE TO BIDDERS

- 1.36.4.1 Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Dy. Chief Engineer (Estate) for a Tender or the relevant contact person indicated in the Tender.

1.37 Corrupt or Fraudulent Practices

- 1.37.1.1 The Employer requires that contractor and their respective officers, employees, agents have to observe the highest standard of ethics during the execution of this contract. In pursuance of policy, the Employer defines the corrupt and fraudulent practice as under:

(i) **“Corrupt practice”** means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- (a) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (b) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contract if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

**Seal & Signature
of the contractor**

**Dy. Chief Engineer. (Estate)
DEENDAYAL PORT AUTHORITY**

SECTION-II

INFORMATION TO BIDDERS

2.0 Deendayal Port Authority vested with the admeasuring 2,29,511 acres land and the said land is divided mainly in two category viz. (1) Kandla Land (2) Gandhidham Land.

Lack of manpower is affecting the performance of TD Wing & Land Section. Accordingly, Deendayal Port Authority has decided to APPOINTMENT OF AGENCY FOR PROVIDING OF SUPPORT STAFF for Technical, Legal, Financial, And Other Back Office Operations of TD Wing & Land Section of Deendayal Port Authority for a Period of Three Years.

2.1 INTRODUCTION OF DEENDAYAL PORT AUTHORITY:

Deendayal Port's journey began in 1931 with construction of RCC Jetty by Maharao Khengarji. After partition, Deendayal Port's success story has continued and it rise to the No. 1 Port in India in the year 2007-08 and since then retained the position for the 13" consecutive year. On 31.03.2016, Deendayal Port created history by handling 100 MMT cargos in a year - the first Major Port to achieve the milestone. Kandla, also known as the Deendayal Port Authority (Gujarati: કંદલા) is a seaport in Kutch District of Gujarat state in western India, near the city of Gandhidham. Located on the Gulf of Kutch, it is one of major ports on west coast. Kandla was constructed in the 1950s as the chief seaport serving western India, after the partition of India from Pakistan left the port of Karachi in Pakistan. The Port of Deendayal is located on the Gulf of Kutch on the northwestern coast of India some 256 nautical miles southeast of the Port of Karachi in Pakistan and over 430 nautical miles north-northwest of the Port of Mumbai (Bombay). It is the largest port of India by volume of cargo handled. Kandla history Deendayal Port Authority, India's busiest major port in recent years, is gearing to add substantial cargo handling capacity with private sector participation.

Under the Provisions of Land Acquisition Act, 1894, Government of India acquired land at Kandla and areas adjoining the submerged area for development of the Major Port of Kandla and Gandhidham Township. On 07.02.1953, the Union of India Instructed the Chief Commissioner of Kachchh State to hand over 346.56 sq. miles of land to the Port Organization, a Central Government Department. The Govt. of Kachchh, in partial Modification, transferred 344.40 sq. miles (2,20,416 acres) of land vide order dtd.22.11.1954. The Central Govt. declared Kandla Port a Major Port w.e.f. 08.04.1955. After formation of the Port Authority Board, all these properties of Govt. of India vested in DPA under Section 29 of Major Port Authorities Act, 2021 for the limited purpose of Administration, Management and control.

2.1.1 CLASSIFICATION OF LAND

The distribution of DPA Land under these two categories are as follows:

- Kandla Land
- Gandhidham Township Land

2.1.1.1 Kandla Land Overview:

2.1.1.1.1 The area stretching from the Railway-crossing of Gandhidham upto KASEZ to the East of NH-8A is falling within the limit of the Gandhidham Municipality and from KASEZ to the Main Creek at Kandla land belongs to Deendayal Port Authority, is treated as Kandla Land, except the National Highway No. 8-A touching the West Gate No. 1 of the Cargo Jetty, which belongs to the R&B Department, GoG and thereby the entire maintenance of the Street-lights, roads, Office Buildings, Residential Buildings in Port Colonies, Water Supply and Drainage etc. at Kandla are being maintained by DPA.

2.1.1.1.2 Land at Kandla is allotted through E-Auction on as-is-where-is basis as per the provisions of the Land Policy Guidelines, 2014 issued by the Ministry of Shipping.

2.1.1.1.3 BROAD BREAK – UP OF KANDLA LAND

TOTAL AREA COVERED UNDER KANDLA LAND	2,22,591.00 ACRES
INTERTIDAL LAND	2,20,416.00 ACRES
DRY LAND	2,175.00 ACRES
LAND IS UTILIZED FOR SALT PRODUCTION, SETTING UP OF LIQUID STORAGE TANKS, GODOWNS AND FOR PORT RELATED ACTIVITIES (FABRICATION OF O.D.C. CARGO, BARGE BEACHING ETC.) & ALSO ALLOTTED TO VARIOUS GOVT. AGENCIES 10% OF INTERTIDAL LAND (APPROX.)	22,956.68 ACRES
INTERTIDAL LAND AFFECTED AREA WITH CREEKS, MUDFLATS ETC. 90% OF INTERTIDAL LAND (CZMP PLAN UNDER FINALIZATION)	1,97,459.32 ACRES (APPROX.)

2.1.1.1.4 RATE REVISION BY TARIFF AUTHORITY FOR MAJOR PORTS (TAMP)

2.1.1.1.4.1 SALT LAND:

The Tariff Authority for Major Ports, Mumbai vide order dated 02.05.2016, has approved and notified the lease rentals for salt lands of DPA.

2.1.1.1.4.2 OTHER THAN SALT LAND:

The Tariff Authority for Major Ports, Mumbai vide Notification No.350 dated 04.12.2014, has approved and notified the lease rentals of various categories “A to G” for Kandla Land (other than salt land) effective from 01.01.2014 to 31.12.2018 with 2% annual escalation.

2.1.1.1.5 ALLOTMENT OF LANDS AT D.P.A. AS PER PROVISIONS OF LAND POLICY GUIDELINES

2.1.1.1.5.1 As per the provisions of Land Policy Guidelines, 2014 issued by the Ministry of Shipping, the allotments are made to private parties strictly through E-Tender cum E-Auction process, by keeping the reserve price on up-dated TAMP approved rates. The allotment is

made on the highest rate received in the E-Auction to the successful bidder, for the period upto 30 years lease with the approval of the Board.

2.1.1.1.5.2 Further, the allotments to the Govt. Organizations Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organisations under State/ Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR, for a period upto 30 years lease, with the approval of the Board.

2.1.1.1.5.3 Beyond 30 years lease period approval of Ministry of Ports, Shipping & Waterways, Govt. of India, is required.

2.1.1.1.6 ALLOTMENTS MADE AFTER THE ADOPTION OF LAND POLICY GUIDELINES, 2014

2.1.1.1.6.1 After the adoption of Land Policy Guidelines, 2014, total 50 Nos. of allotments for various purposes have been made through E-Tender cum E-Auction process. The details of the same are furnished as under:

SR. NO.	PURPOSE	AREA	NO. OF PLOTS
1	LIQUID STORAGE TANKS	485287.96 SQ.MTRS	16 NOS.
2.	SALT LANDS	10982.00 ACRES	23 NOS.
3.	BARGE BEACHING	21515.00 SQ.MTRS	05 NOS.
4.	SETTING UP OF PETROL PUMP	5272.00. SQ.MTRS	02 NOS.
5.	STORAGE OF BITUMEN	2500.00. SQ.MTRS	01 NO.
6.	PORT RELATED ACTIVITIES	31380.00 SQ.MTRS	02 NOS.
7.	GODOWNS	101171.50 SQ.MTRS	01 NOS.

2.1.1.2 GANDHIDHAM LAND OVERVIEW

The Gandhidham Township comprises of 6,920 Acres, acquired by the Govt. of India in 1950s from Govt. of Kutch. Out of this 6,920 acres, 4,123 acres has been retained by the Deendayal Port and 2,600 acres has been leased out to M/s Sindhu Resettlement Corporation Ltd. (SRC) and rest 197 acres has been transferred to Railways.

Approval for leasing out the land, for the period of 30/99 years, since 1958 had been obtained from the Ministry of Shipping, Govt. of India. On account of leasing out the land, Port Authority has been getting revenue by way of recovery of annual Ground Rent, Development Charges, Premium, Mortgage fee, Transfer fee, Additional fee/Penalties, during the lease period. The number of the Lease Deeds/Sub-Lease Deeds executed by DPA and SRC as on date are approx. 6527 and 22238 respectively.

2.1.1.2.1 Details of 2100.00 Acres of Gandhidham Township Land Allotted

1.	Residential	612 acres
2.	Commercial	151 acres
3.	Industrial	538 acres
4.	Handed over to G'dham Municipality (for roads & public utility plots)	367 acres
5.	Land allotted to Govt. of Gujarat (for earthquake relief 55 acres & for state govt. offices such as PGVCL, Police, R&B, GSRTC & Mamlatdar, GHB)	110 acres
6.	Reserved for cyclone affected people (under the Rehabilitation scheme of State Govt).	117 acres
7.	For other Govt. agencies (CBI, BSNL, POST OFFICE, Inc. Tax, CPWD, etc.)	10 acres
8.	Land given to IFFCO on 99 Years lease basis	195 acres
	TOTAL	2100 Acres

2.1.1.2.2 Details of 2023 Acres of Vacant Land (Action Proposed for Utilization)

1.	For residential including allotment of Port Employee	170 acres
2.	Govt. Offices	20 acres
3.	Composite Purpose	42 acres
4.	SIPC	580 acres
5.	Commercial/Industrial	230 acres
6.	Green Belt Area (Development plan under preparation)	935 acres
7.	For garden and public utility purpose	46 acres
	TOTAL	2023 acres

2.1.1.2.3 Scheme for Conversion of leasehold land into Freehold Land:

In larger interest of public, the Cabinet has approved a Scheme for Conversion of leasehold land into Freehold Land (Residential and Composite Zone Only) at Gandhidham (including Adipur) on 09.01.2014 and this scheme is implemented w.e.f. 1.1.2015. On account of implementation of Freehold scheme, 12,229 lease holder of SRC and 5,718 lease holder shall be benefited, which combine covers approx. 60% of leases of Gandhidham and 1354 acres of land. Till date 541 applications have been approved by Board for Free hold. All applications received are being processed without loss of time as per the scheme approved by the Cabinet. And till date 287 leases have been converted into Freehold.

2.1.1.2.4 Management of the Land:

Under Section 34 of the Major Port Authority Act, the Authorities are empowered to lease out their landed estates for a term not exceeding 30 years. Any lease for a period exceeding 30 years has to be sanctioned by the Government of India. Previous sanction of the Government of India is also required for sale of immovable Property.

The ownership of these large estates is of immense importance to the Deendayal Port Authority from the financial point of view and for the development and prosperity of the Port as these landed estates form a permanent asset to the Port.

2.1.2 FUNCTIONS OF THE ESTATE DEPARTMENT AND NORMS FOR IT'S DISCHARGE

To briefly summaries the main functions of Estate Department are as follows:

<u>FUNCTIONS</u>	<u>NORMS</u>
1. Allotment of Land on lease basis, LL basis & Temporary purpose in Gandhidham Township.	Land is being allotted to Government/private agencies only as per Policy Guidelines of Land Managament-2015.
2. To Provide requisite records & information & necessary assistance to the Legal department for preparation and completion of the draft lease/ tenancy/ licences agreements/ deeds and supplementary deed etc. to be executed by the lessees and licences.	Draft agreements/ deeds to be forwarded to lessees and licences after receipt of draft deed/ agreements from the legal section in approved of standard format .
3. Preparation & rendering of Bills of ground rent & other charges in time bound manner. Payment of legal bills.	Necessary charges are being recovered as per the conditions laid down in Allotment Letter/Lease Deed. And payment of legal bills made as per Board Resolutions.
4. Maintaining of ledger register	On receipt of ground rent by lessees.
5. Recovery of rents/compensation, arrears & other charges from the Lessees/ Licensees.	On day to day basis.
6. Periodical Inspection of the leases to ensure compliance of the lease conditions & identification of breaches.	By Inspectors every 2-3 days' interval of their respective area.
7. Preparation of arrears statements/ differential arrears statements & or outstanding statement.	As & when lessees default in payment or lease rent revision is in effected.
8. Settlement of cases & regularisation of breaches as per Board policy.	Complete application received will be processed by divisions.
. Taking legal action for non-rectification & or regularisation breaches of lease conditions.	Case papers with all factual aspects and requisite information to be sent to Legal Section to engage port empanelled Advocates and to prepare notice, plaint etc. with necessary instructions to Advocate/ Solicitors for filing suit in appropriate court of law.

FUNCTIONS

NORMS

10.	Prevention & removal of encroachments from vacant plots or plots vacated by due process of law from the lessees of Estate.	Whenever needed.
11.	Granting way leave permissions for laying water, drainage, electricity and other miscellaneous underground services passing through Port Authority estate, to the lessees and others.	This requires remarks from operational and concerned division or departments and is dealt on receipt of complete proposal and remarks of the concerned division or departments.
12.	Processing proposal for approval of transfer and mortgaging of plots submitted by the lessees/sub-lessees of DPA/SRC in the standard format	Complete Application received processed
13.	Processing of free hold cases as per conversion Scheme approved by Cabinet.	As per the approved Scheme of Conversion from Leasehold Land to Freehold Land (residential and composite zones only) at Gandhidham, leased out by DPA and SRC
14.	Responding RTI & CPGRAM applications etc.	As and when the occasion arises.
15.	Approval of Market Value of Land.	As per PGLM-2015, the market value of DPA's land to be approved by TAMP at the interval of every 5 years.
16.	Attending to the proposals for variations in the lease conditions including renewal in standard format and also taking action for regularising the breaches.	Complete application will be processed
17.	To provide the required information to Finance Department and others department.	Provided based on available documents.
18.	Assist the other division and department in matters regarding DPA properties.	As and when the occasion arises.
19.	Maintenance & updating of Lease Deeds, agreements and related land records of lease, etc.	As and when the occasion arises.
20.	Implementation of Master Plan	This is a continuous process

FUNCTIONS

NORMS

-
21. Attending to establishment matters concerning employees of divisions and maintaining proper records in connection therewith. Ongoing process.
-
22. Generally attending to other matters pertaining to the vast land area. This includes references from Parliament, Ministry, MPs and MLAs etc. As and when the occasion arises.

2.1.3 MAIN SOURCES OF REVENUE

- 2.1.3.1** Allotment of Land through E-Tender cum E-auction.
- 2.1.3.2** Recovery of rent/compensation in respect of Port Authority leased out lands;
- 2.1.3.3** Recovery of charges for temporary occupations of Port Authority lands under the provisions of guidelines in this respect;
- 2.1.3.4** Recovery of way leave charges from the lessees and other statutory Bodies in respect of underground/overhead services laid through Port Authority lands ;
- 2.1.3.5** Transfer and Mortgage fees for processing of transfer & mortgage cases.
- 2.1.3.6** Conversion Charges on account of converting of leasehold land into freehold land.
- 2.1.3.7** Charges such as interest on overdue bills;
- 2.1.3.8** Penalty charged to lessees/tenants for regularizing breaches;

2.1.4 THE SET UP OF THE TOWN DEVELOPMENT WING AND LAND SECTION:

- 2.1.4.1** TD Wing and Land Sections are on one of the two Divisions of Civil Engineering Department, headed by Divisional Officers. In each Division there are Superintended Accountant/Divisional Accountant, Inspector and they are assisted by the staffs. One Executive Engineer level officer has also posted in TD Wing, who look after the land related matters of TD Wing.
- 2.1.4.2** Gandhidham Township has vast area of land of 6920 Acres, having 30,000 lessees/sub-lessees and plots has been allotted for Residential, Commercial, Public utilities, Industrial etc. purposes.
- 2.1.4.3** Apart from the recovery of rents, etc., the main work of the divisions is to see to the development and administration of the DPA vast let out landed estates. All the Officers are, therefore, required to have required qualifications.

SECTION-III

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- 1) "Employer" means The Board of Authorities of the Port of Deendayal, a body incorporated under the Major Port Authorities Act, 2021, acting through its Chairman, Deputy Chairman or the Chief Engineer or any other officers so nominated by the Board.
- 2) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- 3) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;
- 4) "Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.
- 5) "Effective Date" means the date on which this Contract comes into force
- 6) "Foreign Currency" means currency in US Dollars or the currency of the home country of Firm;
- 7) "GC" means these General Conditions of Contract;
- 8) "Government" means the Government of India;
- 9) "Local Currency" means Indian Rupees;
- 10) "Member", in case the Firms consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- 11) "Personnel " means persons hired by the Firms or by any Sub-member as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.
- 12) "Party" means the Employer or the Firm, as the case may be, and Parties means both of them;
- 13) Proposal means the Technical Proposal and the Financial Proposal
- 14) "Services" means the work to be performed by the Bidder pursuant to this Contract for the purposes of the Project, as described in Terms of Reference hereto;
- 15) "Sub-member" means any entity to which the Firm subcontract any part or the Services in accordance with the provisions of General Condition;
- 16) "Terms of Reference" means the document included in this Bid Document, which explains the objectives, scope of work, activities, and tasks to be performed.
- 17) "Third Party" means any person or entity other than the Government, the Employer, the Firm or a Sub-member.
- 18) "Approved / approval" means the approval in writing.
- 19) "Board" means Board of the Authorities of the Port of Deendayal, a body corporate under the major Port Authorities Act, 2021 as amended from time to time.

- 20) “Selected Bidder” means the person or persons, firm or company whose Tender has been accepted by the Board and includes the bidder’s personal representatives, successors and permitted assignee.
- 21) “Chairman” means the Chairman of the Board of Authorities of the Port of Deendayal.
- 22) “Chief Engineer” means the Chief Engineer of Deendayal Port Authority.
- 23) “BOT” mean Built, Operate & Transfer
- 24) “TAMP” means Tariff Authority of Major Ports
- 25) “RFQ” Request for Qualification
- 26) “RFP” Request for Proposal
- 27) Model RFQ, RFP & DCA means model documents issued by Ministry of Ports, Shipping, and Waterways, GoI.
- 28) “**Working Day**” means a day on which office are opened and work is done.

3.2 Relations between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Firm. The Firm, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

3.3 Law Governing the Contract

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

3.4 Language

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

3.5 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address given in the proposal document for issue of proposal document.

3.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the firms may be taken or executed by the authorized representative specified in bid document.

3.7 Effectiveness of Contract

The period of contract is for three years i.e. 36 months, from the scheduled date of commencement of work as mentioned in work order.

3.8 Time Schedule

The period of contract is for three years i.e. 36 months, from the scheduled date of commencement of work as mentioned in work order. Moreover, the contract may be extended by 12 Months periods with mutually agreed terms and performance of the firm.

3.9 Expiration of Contract

Unless terminated this Contract shall expire when services have been completed and confirmed by the Employer by issuing completion certificate.

3.10 Amendment to Agreement

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

3.11 Force Majeure-

3.11.1 Definition-

3.11.1.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

3.11.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-member or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

3.11.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.11.2 Measures to be Taken

3.11.2.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove a Party's inability to fulfil its obligations hereunder with a minimum of delay.

3.11.2.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

3.11.2.3 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

3.11.3 Extension of Time:

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

3.11.4 Payments

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

3.11.5 Consultation

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

3.12 Suspension

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

3.13 Termination-

3.14 By the Employer

The Employer may, by not less than thirty (30) days written notice of termination to the firms for the occurrence of any of the events specified hereunder, terminate this Contract.

3.14.1 If the firms fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.

3.14.2 If the firms become (or, if the firms consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of

debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- 3.14.3 If the Personnel submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Personnel know to be false.
- 3.14.4 if, as a result of Force Majeure, the Firm are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- 3.14.5 If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- 3.14.6 If the Firm/Personnel, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.14.7 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- 3.14.8 "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the employer, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- 3.14.9 The Performance Guarantee and security Deposit 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 firm.

3.15 By the Firm

- 3.15.1 The firms may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder, terminate this Contract;
- 3.15.2 If the Employer fails to pay any money due to the firms pursuant to this Contract other than the amount in dispute within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue.
- 3.15.3 If the Employer 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 firms may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- 3.15.4 If, as the result of Force Majeure, the firms are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

3.16 ARBITRATION:

- 3.16.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- 3.16.2 It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- 3.16.3 It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- 3.16.4 It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- 3.16.5 It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- 3.16.6 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 Nodal Officer 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.
- 3.16.7 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.
- 3.16.8 The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

- 3.16.9 The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 3.16.10 Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or 52e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 3.16.11 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.
- 3.16.12 It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- 3.16.13 Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

3.17 Cessation of Rights and Obligations

- 3.17.1 Upon termination of this Contract or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except;
- 3.17.2 such rights and obligations as may have accrued on the date of termination or expiration;
- 3.17.3 the obligation of confidentiality set forth in General Condition hereof;
- 3.17.4 Any right which a Party may have under the Applicable Law.

3.18 Cessation of Services

- 3.18.1 Upon termination of this Contract by notice of either Party to the other the firms shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the firms and materials furnished by the Employer, it should be handed over to DPA.

3.19 Payment upon Termination

Upon termination of this Contract the Employer shall make the payments to the firms for Services satisfactorily performed prior to the effective date of termination; after offsetting against these payments any amount that may be due from the Consultant:

3.20 OBLIGATIONS OF THE FIRMS-

3.20.1 Standard of Performance

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

3.20.2 Law Governing Services-

The firm shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-members, as well as the Personnel and agents of the firm and any sub-members, comply with the Applicable Law.

3.20.3 Conflict of Interests

Firms not to Benefit from Commissions, Discounts etc.

The remuneration of the firms shall constitute the firms sole remuneration in connection with this Contract or the Services and, the firms shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the firm shall use their best efforts to ensure that any sub-members, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

Firms and Affiliates not to engage in certain Activities

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

Prohibition of Conflicting Activities:

Neither the firm nor their sub-members nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

1. during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
2. After the termination of this Contract, such other activities objectionable to Employer.

3.20.4 Confidentially

The firms and their sub-members and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.20.5 INDEMNIFICATIONS: -

- 1) The Firm shall indemnify, protect and defend at the firm's own expense, the Employer and its agents and employees from and against any and all actions, claims, losses or damages arising out of any violation by the firm or in the course of the services of any legal provisions, or any rights or third parties, in respect of literary property rights, copyrights, or patents.
- 2) The firm shall indemnify, protect and defend, at the firm's own expense, the Employer, its agents and employees, from and against any and all actions, claims, losses or damages arising out of the firm's failure to exercise the skill and care required under the work provided, however;
- 3) That the ceiling on the firm's liability under the Section shall be limited to 100% of the agreed fixed lump sum fee. The liability will end three (3) years after issuance of completion certificate for each contract. Such ceiling does not cover the actions, claims, losses or damages caused by the firm's gross negligence or reckless conduct, for which the firm's liability will be subject to separate evaluation.
- 4) **The personnel deployed by the firm shall not be entitled nor have any claim for any temporary/adhoc/regular employment in DPA during the period of contract or after completion of contract.**
- 5) that the firm's liability under this Section shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- 6) In addition to any liability the firm may have under the contract, the firm shall at its own cost and expense, upon request from DPA re-perform the Services.
- 7) Anything in Sections to the contrary notwithstanding, the firm shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) DPA over riding a decision for recommendation of the firm or requiring the firm to implement a decision or recommendation with which the firm does not agree, or (ii) the improper execution of the firm's instructions by the contractors.

3.20.6 Accounting, Inspection and Auditing

The firm shall follow standard accounting practices for maintaining their accounts and shall permit the nominated or authorized representatives of Employer to inspect the firm's account and records related to the performance of the firm, if so required by the Employer.

3.20.7 Documents Prepared by the firm to be the Property of Employer

All plans, drawings, specifications, designs, reports correspondence and other documents prepared by the firm in performing the Services shall become and remain the property of the Employer, and the firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The firms shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

3.20.8 Equipment and Materials Furnished by the Employer

Equipment and materials made available to the firm by the Employer, or purchased by the firm with funds provided by the Employer separately, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the firm shall make available to the Employer an inventory of such equipment and materials and shall hand over such equipment and materials to the Employer.

3.21 Availability of Key Personnel:

The Bidder shall ensure availability of the requisite Professional Staff/Key Personnel at all working days during the contract period and they shall collectively form a estate back office cell available for the land related transactions of estate area. The personnel have to complete the job in prescribed time frame. The firm will have to ensure that absenteeism is not more than 15 days per person per annum. Even during those permissible absenteeism, replacement of personnel with equivalent qualification and experience should be given to continue the daily operation. This would be the case even if the absenteeism is for a single day. Failure to fill a position during absenteeism will attract penalty. The firm will be charged a penalty as under:

If any person is absent payment will be deducted on Monthly pro rata basis as per rates quoted for respective position of key personnel after availed 15 days permitted leave. **Example:** If bidder quoted Rs. 10,000/ month for any personnel mentioned then per day rate will be $\text{Rs. } 10000/30 = \text{Rs. } 333.33/\text{day}$ for 30days of Month.

In addition to above deduction; per day rate deduction will be applied as mentioned in below table for absent of personnel on working day without prior approval and appropriate substitution (If absent is more than 15 days per person per annum)

Sr. No.	Position of Key Personnel	Per day rate for deduction
1.	Team Leader	Rs. 3,000/-
2.	Manager(Legal)	Rs. 2,000/-
3	Manager (Technical)	Rs. 2,000/

Sr. No.	Position of Key Personnel	Per day rate for deduction
4.	Manager (Finance)	Rs. 2,000/
5.	Assistant (Legal)	Rs. 1,500/
6.	Back office Executive Assistants	Rs. 1,500/
7.	Surveyors	Rs. 1,200/
8.	Estate Inspectors	Rs. 1,200/
9	Record Keeper	Rs. 1,000/

3.22 Substitution of Key Personnel

The Employer will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.23 Removal of Personnel-

If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the firm shall, at the Employer's written request specifying the grounds therefore, forthwith, provide as a replacement a person with qualifications and experience acceptable to the Employer.

3.24 Obligations of the Employer

Assistance and Exemptions

The Employer shall use its best efforts to ensure that the DPA shall:

- 1) Provide the firm, Sub-members and Personnel with work permits and such other documents as shall be necessary to enable the firm, Sub-members or Personnel to perform the Services;
- 2) Provide to the firm and its staffs any such other possible assistance as may be required from time to time for execution of the contract.

3.25 Change in the Applicable Law

If, after the closing date of bid submission, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or expenses incurred by the firm in performing the Services, then the payment to be made to consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the quoted amounts specified in the accepted offer.

3.26 PAYMENTS TO THE FIRM

a) Cost Estimates

The Employer shall pay the firm for normal Services in accordance with the Conditions of the Tender and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are agreed mutually.

b) **Remuneration and Reimbursable Expenditures**

It is understood that the total fees quoted by firm cover (A) such salaries and allowances as the firms shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back supporting staff included in the Personnel list, (C) the bonuses or other means of profit-sharing, if any, and (D) all other expenditure involved in providing the services as per the agreement which are not specifically stated herein above.

3.27 FAIRNESS AND GOOD FAITH

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

3.28 SETTLEMENT OF DISPUTES

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

3.29 Liquidated Damages for error / variation/ negligence. –Deleted

3.30 Encashment and appropriation of Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages.

3.31 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified warning may be issued to the firm for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the actives of TD Wing & Land Section or on the reputation of the DPA, other penal action including debarring for a specified period may also be initiated as per policy of the DPA.

3.32 Extension of time for completion of assignment

Should the quantum of extra or additional work / services / studies of any kind whatsoever which may occur be such as may in the opinion of the Employer fairly entitle the firm to an extension of time for the completion of the work the Employer shall determine the period of such extension, subject to the condition that any and every extension of time granted by the Employer shall be deemed to be in full compensation and satisfaction for and in respect of any and every actual or possible loss damage or injury sustained or sustainable by the Firm in respect of the cause or causes giving rise to such extension. Provided further that the Employer is not bound to take into account any extra or additional work or other special circumstances unless the firm has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the Employer's Representative particulars of any claim to an extension of time to which he may consider himself entitled in order that such claim may be investigated at that time.

SECTION IV

FORMS OF BID

To be submitted by Bidders with their Bids

Form No	Description of Form
1	Specimen of Application for bidding
2	Certificate of verification of turnover by the chartered accountant
3	Specimen form of solvency certificate from a nationalized / scheduled bank
4	Format of declaration
5	Letter of authority for submission of bid
6	Exceptions & Deviations
7	Details of Litigations / arbitration cases resulting from the contracts executed by bidder in the past or currently under execution

Tendering Forms

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To
The Dy. Chief Engineer (Estate)
Deendayal Port Authority
(Address _____)

Pin Code: _____
Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a). we have examined and have no reservations to the Tender documents, including addenda and clarifications issued vide
- (b). we offer to execute the work in conformity with the Tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the Tender document bearing no **(insert No.)**
- (c). Our Tender shall be valid for the period of 120 days, from the date fixed for the Tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d). If our Tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

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

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

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

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

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

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

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

FORM – 2

**CERTIFICATE OF VERIFICATION OF TURNOVER BY THE CHARTERED
ACCOUNTANT**

This is to certify that the Total Annual Turnover from business furnished by M/s _____ for the last three financial years i.e. **2021-22, 2022-23 & 2023-24** is as detailed below and as furnished in the enclosed audited statement of accounts, is verified by us and found to be correct.

Sr. No.	Year	Annual Turn Over (in lakhs)
1.	2023-24	
2.	2022-23	
3.	2021-22	

Average Annual Turnover is Rs. _____ Lakhs (in figures & words) .

**SIGNATURE OF CHARTERED ACCOUNTANT
WITH SEAL**

Name of Chartered Accountant who has signed the above certificate	
Firm Name	
Member Name	
Membership No.	
UDIN No.	

Notes:

(1) Audited Annual Accounts for the year last three financial years ending on 31st March 2024 are enclosed herewith.

(2) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **Rs. 202.50 Lakhs** as certified by the Chartered Accountant i.e. FY-2023-2024,2022-23,2021-22,

FORM - 3

Not Applicable

SPECIMEN FORM OF SOLVENCY CERTIFICATE FROM A NATIONALIZED / SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/shaving marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....(Rupees). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)
for the Bank

NOTE: - In case of partnership firm, certificate to include names of all Partners as recorded with the Bank.

Name of the Bankers of the Contractor	
Address of the Bank	

2. Original Solvency Certificate is to be produced for verification

SIGNATURE OF TENDERER

FORMAT FOR DECLARATION
(To be executed on bidder's Letter Head)

To. _____
(Project title)

Ref: _____

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

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

Date: _____

Place: _____

Name of Applicant:

Represented by (Name & capacity)

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

(To be executed on non-Judicial Stamp Paper of appropriate value)

Dear Sir,

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

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

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

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

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)
Dated on _____ day of _____, _____ (insert date of signing)

FORM NO. 7

Details of Litigation / Arbitration cases resulting from the contracts executed by the bidder in the past or currently under execution (Details of both completed as well as Ongoing Litigations & Arbitrations may be furnished)

Year	Ongoing / completed	Name of the Court where pending	Name of Client	Main Cause of Litigation / Arbitration	Disputed Amount	Actual Awarded Amount

Signature of the Authorized Signatory of the contractor (with seal)

**Name
Designation**

Date:

Place.

FORM NO. 8

MAJOR WORKS DURING LAST SEVEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS FOR THE ASSIGNMENT UNDER OFFER.

1. The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium was legally contracted by the client stated below.
2. The information should be specific & to the point to facilitate a quick and objective decision.
3. Use a separate sheet for each separate work.

1.	Project Name	
2.	Country	
3.	Project location	
4.	Client Information Name & Address Tel. No. & Fax No. Do you have any objection if the client is contacted for reference? (Y/N)	
5.	Start date (Month/Year)	
6.	Completion (Month/Year)	
7.	Duration (months)	
8.	Detailed narrative description of the work including project components. Please mention, inter-alia, nature of the work performed.	
9.	Were the services provided exclusively by your firm? Yes/No	
10.	Were services provided by your firm in association with other firms? Yes/No	

11. Detailed description of the actual services provided under following types for each component of the project. Share and role of your firm & of the Associate, if any, against each type of the component & each type of service listed below
 - i) Estate management
 - ii) Litigation management
 - iii) Preparation of lease proposal, Inspection of breaches
 - iv) Accounting

v) Back office operations

	Own Firm	Associate
12. No. of Professional Staff: (a) Experts at the level of subject specialties & their principal assistants. (b) Supporting technical staff (excluding draftsman & office staff).		
13. No. of man months of (a) + (b)		
14. Fees received (Rs.)		

Signature:

Name:

Date:

In the capacity of _____ duly authorized to submit the technical & financial proposal on behalf of _____
(Address)

BIO – DATA

(To be submitted on letterhead)

CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED FOR ASSIGNMENT

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: ___
2. **Name of Firm** [*Insert name of firm proposing the staff*]: ___
3. **Name of Staff** [*Insert full name*]: ___
4. **Date of Birth:** _____ **Nationality:** _
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and **dates of obtainment***]:

6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: ___
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 [Month & Year]: _____ To [month] & 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 Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for all those assignments that best illustrate staff capability to handle the tasks listed under point 10 & 11. The information in respect of assignments carried out, for the period post securing the required qualification as per the tender, shall only be furnished.]

Name of assignment: ____
Name of project(s): ____
From [Month & Year]: ____ To [month & 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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

____ Date: .
[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. Photocopies will not be considered for evaluation.

It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original.

SECTION- V

LETTER OF ACCEPTANCE AND FORMS OF SECURITIES

LETTER OF ACCEPTANCE

(On the letter head paper of the Deendayal Port)

To: _____

Date:

(Name & address of contractor)

Dear Sir,

Sub: Tender No. (Title of Tender)

Ref: Your Bid Dated

And (list of correspondence with the Bidders)

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

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

3. Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully

**Authorized signatory
Name and title of signatory
Deendayal Port Authority**

FORM OF BANK GUARANTEE PERFORMANCE SECURITY

(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 instructions indicated)

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

(Name of Contractor/s)

From the demand under the terms and conditions of the contract, vide _____'s letter no. _____

(Name of department)

dated _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgment of Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the Contractor do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.

1. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts 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 any breach by Contractors of any of the terms and conditions of the said contract or 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 any payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only)
2. We, (Name of Bank and Branch), undertake to pay the 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 valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
3. We, (Name of Bank and Branch) further agree with the Board that the 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 EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extent this guarantee for such further period or periods as the Board may require from time to time.

4. We, (Name of Bank and Branch) further agrees with the board that the 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 Contractor 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 power exercisable by the Board against the said Contractor 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 Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor 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.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
6. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____).
 - (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)

For (Name of Bank) Signature

Date _____ **day of** _____ **2025**

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

Bid Security Declaration Form

Date: _____ Tender No. _____

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

I/We. The undersigned, declare that:

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

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

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

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

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

Corporate Seal (where appropriate).

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
Dy. Chief Engineer(Estate)
A.O. Building,
Deendayal Port Authority
Gandhidham – 370201 Gujarat (State)

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

Dear Sir,

We confirm having issued the above mentioned guarantee favouring yourselves,
issued on account of M/s. _____ validity for expiry upto
date _____ and claim expiry date upto _____

We also confirm 1) _____ 2) _____ is/are
empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures
is/are binding on the Bank.

Name of signature of Bank Officer

Form of Agreement (For Execution of Work)

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

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

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

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

1. ₹ _____ paid in the form of Digital Mode / Bank Guarantee/FDR towards 5 % of Contract value as Performance Guarantee. balance 5% to be recovered from running bills.

NOW THIS AGREEMENT WITHNESS AS FOLLOWS: -

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
 - a) Notice Inviting Tender (Page No. _____ to _____)
 - b) The tender submitted by the contractor including Schedule "A" and "B". (page No. _____ to _____)
 - c) General Rules and direction for the guidance of the tender (Page No. _____ to _____)
 - d) General and Special Conditions of the Contract. (Page No. _____ to _____)
 - e) The schedule of items of work with quantities and rates. (Page No. _____ to _____)
 - f) Correspondence exchanged before the issue of letter of acceptance by which the conditions of contract are amended, varied or modified in any way by manual consent (to be enumerated). (Page No. _____ to _____)
3. The Contractor hereby covenants with the Board to complete and maintain the said works to the satisfaction of the Board in conformity in all respects, with the provision of the said contract.
4. The Board hereby covenants to pay the Contractor in consideration of such work "the contract price" at the time and in the manner prescribed by the said Contract.

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

M/s. _____

(Name, signature Designation and)
Seal of the Contractor

WITNESS

- 1. -----

- 2. -----

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

Witness: (Name, Signature, address)

- 1. -----

- 2. -----

Contractor
Chief Engineer
Deendayal Port Authority
FOR & ON BEHALF OF THE
BOARD OF DEENDAYAL PORT AUTHORITY

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

ELECTRONIC CLEARING SERVICE MANDATE FORM

To:

From:

(Name of Department)

(Firm's Name & Address)

DEENDAYAL PORT AUTHORITY

Sub: Payment through NEFT/RTGS/ECS system

Ref: Tender No. _____

Kindly arrange the payment of our bills/EMD through NEFT/RTGS/ECS system.
The details of our bankers are as under:

1. DPA Registration No./Tender No./ Party's Bill No. or any other reference in terms of which payment is due:
2. Bank's Name:
3. Bank's Address & Telephone Number:
4. 9digit MICR Code No. of the Bank Branch:
5. IFSC Code:
6. Type of Account:
(Saving/Current/Cash Credit)
7. Ledger Folio No. :
8. Account No. along with proof
(Photocopy of blank cheque)
9. Permanent Account Number
10. Mobile Number
11. Landline No.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all due to reasons of incomplete or incorrect information, I/We would not hold the DEENDAYAL PORT AUTHORITY responsible.

Date :

AUTHORISED SIGNATORY
COMPANY SEAL AND STAMP

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Date :

Signature of the Authorised
Official of the Bank

SECTION VI

**FORMAT OF MONTHLY SECURITY SERVICE BILL AND OTHER FORMATS
TO BE ENCLOSED WITH THE BILLS**

FORM NO. 15**FORMAT OF STATEMENT SHOWING DETAILS OF MONTHLY EPF DEPOSIT**

Month & Year	
Name & Address of Contractor	
EPF Registration No. of Contractor	

Sr. No	Name of Security Personnel	Father's /Husband's Name	Designation	Universal Account No. of employee with EPFO	Gross Salary	Employee's Share	Employer's Share	Total Amount Deposited

Enclosures:

- 1. Challan in support of payment of EPF with the competent authorities.*
- 2. A copy of the statement showing name of the employee, account no. and amount submitted with EPF authorities.*

Signature of Contractor

Format of Statement showing details of Payment to Key Personnel

Statement for the month of _____

Name and address of the Contractor

SI No	Name of the Personnel	Father's / Husband's Name	Desig.	No. of days worked	Gross Wages	Prof Tax	EPF			Other Statutory Social Security Payments, applicable if any (Employer and Employee Contributions) (Give Details)		Deductions (Only Employee Contributions+ Statutory & Deductions made from wages of security personnel) Each Deduction to be shown separately	Net wages Paid	Bank Account No. in which credited
							EPFO UAN No.	Employee Share	Employer Share	Employee Share	Employer Share fsecu			
A	B	C	D	E	F	G	H	I	J	K	L	M = G+I+K	N	O

1. Deduction of EPF of employee share shall be calculated on gross remuneration to be paid to each personnel.
2. Employer and Employee Share of EPF & other applicable social security benefits shall be as per the prevailing statutory rates

Signature of the Contractor or his authorized signatory

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract

execution.

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

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

If the Bidder(s) / Contractor(s), before award or during execution have committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact

after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

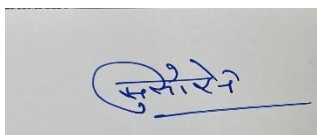
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged / determined by the Chairperson, DPA.

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



XEN (ESTATE)

(For & on behalf of the Principal)

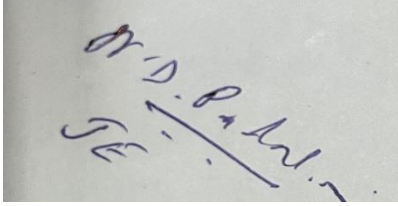
(Office Seal)

Signature of Witness:
(Name & Address)

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature of Witness:
(Name & Address)



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

Place : Gandhidham

Date : ____/____/20____

Note:-

- 1) The bidder has to execute Integrity Pact agreement with Dindayal Port Authority (as per Section-VII) and Shri Amiya Kumar Mohapatra, IFoS(Retd.) and Shri Dr Gopal Dhawan, Ex-CMD,MECL have been appointed

Shri Amiya Kumar Mohapatra, IFoS (Retd.), Qrs, No 5/9, Unit-9, Bhoi Nagar, Bhubaneswar-751022 Mo no 9437002530 Email-amiyaiifs@gmail.com	Shri Saurabh Chandra, IAS (Retd.), House no 120, Lal Shakti Vihar, (NHPC Society) P4, Builders area, Great Noida Gautam Budh Nagar, Utter Pradesh- 201315. Mo no – 8007771467, Email-gdhawangeologist@gmail.com
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SECTION VIII**BILL OF QUANTITIES (BOQ) Schedule – B****TENDER No. ES- 02/2024**

APPOINTMENT OF AGENCY FOR PROVIDING OF SUPPORT STAFF FOR TECHNICAL, LEGAL, FINANCIAL, AND OTHER BACK OFFICE OPERATIONS OF TOWN DEVELOPMENT WING & LAND SECTION OF DEENDAYAL PORT AUTHORITY FOR A PERIOD OF THREE YEARS.

PRICE BID

SCHEDULE FOR ITEM OF WORK:

SR. NO.	DESCRIPTION OF ITEM	QTY.	Unit	RATE (In Rs.) per MONTH	AMOUNT (In Rs.) (Excluding GST)
		in No's.	MAN- MONTH		
1	2	3	4	5	3×4×5
1	PROVIDING OF FOLLOWING SUPPORT STAFFS FOR TECHNICAL, LEGAL, FINANCIAL AND OTHER BACK OFFICE OPERATIONS OF TOWN DEVELOPMENT WING AND LAND SECTION OF DEENDAYAL PORT AUTHORITY AS PER THE CONDITIONS & SCOPE OF WORK OF TENDER DOCUMENT. THE RATES QUOTED SHALL INCLUDE CHARGES AND ALL STATUTORY PAYMENTS TO THE PERSONNEL VIZ. DA, EPF, BONUS ETC. AS PER THE RELEVANT & APPLICABLE LAWS.				
(a)	TEAM LEADER	1	36		
(b)	MANAGER(LEGAL)	1	36		
(c)	MANAGER(FINANCE)	1	36		

SR. NO.	DESCRIPTION OF ITEM	QTY.	Unit	RATE (In Rs.) per MONTH	AMOUNT (In Rs.) (Excluding GST)
		in No's.	MAN- MONTH		
1	2	3	4	5	3×4×5
(d)	MANAGER (TECHNICAL)	1	36		
(e)	ASSISTANT (LEGAL)	1	36		
(f)	BACK OFFICE EXECUTIVE ASSISTANTS	8	36		
(g)	ESTATE INSPECTOR	2	36		
(h)	SURVEYOR	2	36		
(i)	RECORD KEEPER	2	36		
TOTAL (IN FIGURES)					
TOTAL (IN WORDS) _____					

Notes:

- (a) In case of any discrepancy in amount quoted in Figures and words, the amount quoted in words shall be considered as quoted amount.
- (b) GST at the rates applicable from time to time, shall however be paid extra. The payment of GST shall be subject to the reflection of credit towards GST amount paid for previous month in DPA's Electronic Credit Ledger Account on GSTN Portal. The GST for the first month shall be reimbursed only after reflection of credit towards GST amount in DPA's Electronic Credit Ledger Account on GSTN portal.

Signature of Advisor with seal

Place: _____

Date: _____

Dy. Chief Engineer (Estate)

Deendayal Port Authority

*****End*****