

# DEENDAYAL PORT AUTHORITY

## CIVIL ENGINEERING DEPARTMENT



### **TENDER No. P-02/2025**

APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF  
CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON  
AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7

### **ISSUED BY:**

#### **OFFICE OF EXECUTIVE ENGINEER (PROJECT)**

Deendayal Port Authority  
Project Division, Engineering Department,  
Room no. 110, Annexe, Administrative Office Building,  
Post Box No.50  
Gandhidham –370 201.  
District–Kutch, State-Gujarat  
INDIA  
Mobile: 9724301528  
E-mail: [kptprojectdivision@gmail.com](mailto:kptprojectdivision@gmail.com)  
Website: [www.deendayalport.gov.in](http://www.deendayalport.gov.in)



**DEENDAYAL PORT AUTHORITY  
CIVIL ENGINEERING DEPARTMENT**

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**CONTENTS OF THE TENDER DOCUMENTS**

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## DC-1: TENDER NOTICE

Tender No. P-02/2025

### ONLINE TENDERING (E-Tendering)

NAME OF WORK	APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7
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E-Tenders are invited on-line under TWO BID SYSTEMS (Technical and Financial Bid) by Executive Engineer (Project), DPA from the IPA Empaneled List of Consultants of Group 1(a) MARINE CONSTRUCTION WORKS.

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

Tender Fee (In Rs.)	Estimated cost (In Rs.)	Last Date and Time of online Submission of bid documents
<b>Rs. 590 (i.e.500 + 18% G.S.T.)</b>	<b>Rs. 36,75,000</b>	<b>ON 25/02/2025 UPTO 15:00 HOURS</b>

Detailed Tender Notice along with complete tender documents can be downloaded from the official website of Deendayal Port Authority [www.deendayalport.gov.in](http://www.deendayalport.gov.in) OR <https://tender.nprocure.com> from **04/02/2025 to 25/02/2025 upto 15:00 HOURS**.

Technical Bid will be opened on **25/02/2025 @ 16:00 Hours**. Date of opening of Price bid shall be notified after scrutiny of Technical Bids. For further details and general enquiries, the prospective bidders may contact Executive Engineer (Project), Room no. 110, Annexe, A.O.Building, Gandhidham (Kutch) – 370201. Email id: [ktpprojectdivision@gmail.com](mailto:ktpprojectdivision@gmail.com) (Contact No: +91- 9724301528), during working hours, before the last date and time of submission of tender document. The modifications / Corrigendums, if any, will be uploaded on the website of Authority and shall be intimated to IPA Empaneled List of Consultants of Group 1(a) **MARINE CONSTRUCTION WORKS** through email.

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

## DC-2: TENDER ACTIVITY SHEET

**APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM / WALKWAY AT OIL JETTY NO. 7**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1.	Tender-publication date	04-02-2025	10:00 Hrs.
2.	Pre-Bid Meeting Date	11-02-2025	15:00Hrs.
3.	Replies to Pre-Bid Queries by DPA	18-02-2025	15:00 Hrs
4.	Bid Submission End Date / Bid Due Date	25-02-2025	15:00 Hrs
5.	Tender Opening Date		
	a)Technical Cover	25-02-2025	16:00Hrs.
	b)Financial Cover	Will be intimated to the Qualified Bidders.	

## DC-3: NOTICE INVITING ONLINE TENDER DEENDAYAL PORT AUTHORITY

### Details about E-Tender:

Department Name	Civil Engineering Department				
Circle/Division	Project Division, A.O.Building, Annex, Gandhidham (Kutch)-370201.				
Tender No.	P-02/2025				
Name of Work	APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7				
<b>Estimated Contract Value(INR)</b>	Rs. 36,75,000 (Rupees Thirty Six Lakhs Seventy Five Thousand Only)				
Period of Completion (in Months)	Five (5) Months				
Bidding Type	<b>Limited</b> (Issued to IPA empaneled list of Consultants of Group 1(a) <b>MARINE CONSTRUCTION WORKS</b> )				
Bid Call (Nos.)	One				
Tender Currency Settings	Indian Rupee (INR)				
Bid Document Fee/Tender Fee :	Rs.590 (Rupees Five Hundred Ninety Only) i.e. Rs.500 + 90 (TenderFee+18%GST) shall be deposited only through digital mode.				
Bid Security/EMD(INR):	Rs. 36,750/- (Rupees Thirty Six Thousand Seven Hundred Fifty Only) towards EMD is to be paid to D.P.A. through Digital mode only 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.  In case of Micro and Small Enterprise (MSMEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of tender fee/ EMD. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed ' <b>Bid Securing Declaration</b> ' as per format provided in the tender document (Form no. 9), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate in Technical bid. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below				
	<table border="1"> <thead> <tr> <th>NIC Code</th> <th>Activities</th> </tr> </thead> <tbody> <tr> <td>Division 70</td> <td>Activities of head offices; management consultancy activities</td> </tr> </tbody> </table>	NIC Code	Activities	Division 70	Activities of head offices; management consultancy activities
NIC Code	Activities				
Division 70	Activities of head offices; management consultancy activities				

	702	Management Consultant activities
	7020	Management Consultant activities
	70200	Management Consultant activities
	Division 71	Architecture and engineering activities; technical testing and analysis
	711	Architecture and engineering activities and related technical consultancy
	7110	Architecture and engineering activities and related technical consultancy
	71100	Architecture and engineering activities and related technical consultancy
	712	Technical testing and analysis
	7120	Technical testing and analysis
	71200	Technical testing and analysis
Bid Document Downloading Start Date	04/02/2025 @ 10.00hrs.	

Last Date & Time for Receipt of Bids online	25/02/2025 @ 15:00 Hrs.
Bid Validity Period	120 Days from the date of opening of technical bid
Condition	<p>Payment towards tender fee and EMD 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 Enterprises (MSMEs) 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 shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed '<b>Bid Securing Declaration</b>' as per format provided in the tender document (Form no. 9), failing which the bid shall be disqualified. Such bidder shall upload the scanned copy of valid certificate in technical bid. (Check Bid Security/EMD for list of activities)</p>
Technical Bid Opening Date	25/02/2025 at 16:00 Hrs.
Pre-Bid Meeting Date	11/02/2025 at 15:00 Hrs.
Financial Bid (Price Bid) Opening Date	Financial Bid opening date will be intimated online to the technically qualified bidders through DPA's website.
Documents required to be submitted by scanning through online	<p>a. Receipts of digital payment as Proof of Payment for Bid Security &amp; Tender Fee as a proof towards payment 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 &amp; cost of tender fee along with bid security declaration as per form no. 9 of the tender document.</p> <p>b. All other Document as specified in the Tender Document.</p>
Bid Inviting & Opening Authority:	Executive Engineer (Project)

Address:	Office of Executive Engineer (Project), Room no. 110, Annex, A.O. Building, Gandhidham (Kutch)-370201
Contact Details:	Ph: 9724301528. Email: <a href="mailto:kptprojectdivision@gmail.com">kptprojectdivision@gmail.com</a>
<b>Eligibility Criteria:</b>	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. The bidder should have no conflict of Interest in taking up the subject work.</li> <li>3. The Eligibility criteria and evaluation methodology have been detailed out in the tender document.</li> </ol>

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, 4b103, 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](mailto:nprocure@gnvfc.net)

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

**SECTION-I**  
**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E**  
**TENDERING FORMING PART OF NIT AND TO BE POSTED ON**  
**WEBSITE:**

Information and instructions for bidders will form part of NIT and to be published on website.

The intending bidder must have Class III digital signature to submit the bid.

The Bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such Proof of Electronic/Digital mode of payment towards Tender Fee and Bid Security/EMD or exemption certificate (as mentioned in this tender) towards Bid Security & cost of bid document.

- 1) Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
- 2) While submitting the modified bid, bidder can revise the rate of one or more item (s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 3) On opening date, bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 4) Bidder can upload documents in the form of JPG format and PDF Format.
- 5) It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- 6) If the bidder is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
- 7) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder the bid shall become invalid and cost of bid document shall not be refunded.
- 8) Bidder must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
- 9) The Draft information and instructions to Bidders may be modified suitably by NIT approving authority as per requirement.
- 10) All the mandatory document required have to be enclosed by the bidder failing which his proposal shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.



## **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 – II**

### **INSTRUCTION TO BIDDERS**

#### **2.1 INTRODUCTION**

Deendayal Port is situated on the West Coast of India, in Gulf of Kutch along the West Bank of Kandla Creek at 70°13” E longitude and 23°01” N Latitude. The Port was developed after Independence of India. It was commissioned in the year 1955 with 2 dry cargo berths and was declared a Major Port. Presently the Port has fourteen cargo berths for handling dry cargo traffic, two berths for handling container cargo, seven oil jetties for handling POL products and other liquid cargo traffic at Kandla within Kandla Creek, one Offshore Terminal at Tekra for handling dry bulk cargo, and three Single Buoy Mooring (SBM) & Two products Jetties at Vadinar, in Jamnagar District, for handling crude oil.

DPA intends to carry out the work of Construction of Mooring Launch Floating Platform/ Pontoon and connecting platform/walkway at Oil Jetty no. 7. Accordingly, DPA intends to appoint a Marine Consultant for the work of Construction of Mooring Launch Floating Platform/ Pontoon and connecting platform/walkway at Oil Jetty no. 7.

Accordingly, online bids though limited competitive e-bidding are invited by Deendayal Port Authority for appointment of Marine Consultant for the Project from the list of IPA Empaneled Consultants of Group 1(a) **MARINE CONSTRUCTION WORKS**

#### **2.2 DEFINITION**

- 2.2.1 “Board/ Authority/Client” means Board of Deendayal Port Authority, a body corporate under the Major Port Authority Act, 2021 as amended from time to time.
- 2.2.2 “Bidder” means the person or persons, firm or company who have submitted bid application in response to this bid invitation document to be considered for evaluation to be appointed as an Consultant for the Project and includes the Bidder’s representatives, officers, successors and permitted assignee.
- 2.2.3 “Advisor/ Marine Consultant / Consultant / Contractor” means the person or persons, firm or company whose tender has been accepted by the Board and includes the Advisor’s personal representatives, successors and permitted assignee.
- 2.2.4 “Chairperson” means the Chairperson of the Board of Deendayal Port Authority.
- 2.2.5 “Chief Engineer” means the Chief Engineer of Deendayal Port Authority.
- 2.2.6 “RFQ” means Request for Qualification
- 2.2.7 “RFP” means Request for Proposal
- 2.2.8 “DPA” means Deendayal Port Authority as constituted and existing under the provisions of the Major Ports Act 2021.
- 2.2.9 “Lowest Bidder” means L1 as defined in clause 4.2 (i).

#### **2.3 GENERAL**

Digitally signed and uploaded online bids in Single Stage Two Cover System are invited by the Executive Engineer (Project) on behalf of Board of the Deendayal Port Authority (also referred to as Deendayal Port Authority) from the IPA empaneled List of Consultant of Group 1(a) **MARINE CONSTRUCTION WORKS** for the subject work.

The bidding documents shall be downloaded from DPA's website ([www.deendayalport.gov.in](http://www.deendayalport.gov.in)) and

website of n-procure. The documents should be completely filled and submitted through on line Tendering process and one hard copy (except Price bid) shall be submitted within 5 days of the date of opening of the tender (Technical bid).

The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, etc., in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 2.7 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

Language of Bid: All documents relating to the bid shall be in the English language

## 2.4 ELIGIBILITY CRITERIA

2.4.1 In addition, the Bidder has to submit the following for qualification as an eligible bidder:

- i. Bid Security/Earnest Money Deposit in the form of digital mode of payment. 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. 9), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.
- ii. Tender Documents together with accompaniments
- iii. Bidder should furnish Income tax PAN number and GST registration number.
- iv. The declaration that they have not been banned or delisted by any government/Semi government Agency or PSU's.
- v. The bidder should have no conflict of Interest in taking up the subject work as per clause no. 2.24.

2.4.2 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.

## 2.5 EARNEST MONEY DEPOSIT/BID SECURITY

- i. No tender will be considered which is not accompanied by a sum of Rs. 36,750/- (Rupees Thirty Six Thousand Seven Hundred Fifty 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. 9), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.

- ii. 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. 2) 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.
- iii. EMD of unsuccessful bidders other than L1 and L2 would be refunded immediately after evaluation of price bids. Earnest money of L2 would be refunded immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- iv. EMD is refunded suo-motto without any application from the bidders.
- v. The bid security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance security.
- vi. 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 bid price, pursuant to any Arithmetic error  
OR
  - c. The successful bidder fails with in the specified time limit to
    - I. Sign the Agreement or
    - II. Furnish the required Performances security.

List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below

NIC Code	Activities
Division 70	Activities of head offices; management consultancy activities
702	Management Consultant activities
7020	Management Consultant activities
70200	Management Consultant activities
Division 71	Architecture and engineering activities; technical testing and analysis
711	Architecture and engineering activities and related technical consultancy
7110	Architecture and engineering activities and related technical consultancy
71100	Architecture and engineering activities and related technical consultancy
712	Technical testing and analysis
7120	Technical testing and analysis
71200	Technical testing and analysis

## 2.6 DOCUMENTS COMPRISING THE BID:

The Proposal should be submitted online in two Parts:

**“Part 1: “Technical Proposal”** which will consist of details mentioned in **Clause 2.6.1** of this tender and required to send the hard copies of all required documents within 5 days from the date of opening of the tender (Technical bid) .

**“Part 2: Financial Proposal”** to be submitted online only. No hardcopy of financial proposal or any

reference of quoted fees to be submitted with the above documents.

#### 2.6.1 **TECHNICAL PROPOSAL**-Technical Proposal shall contain the following documents:

2.6.1.1 Towards Eligibility Criteria (Clause 2.4) with required information in the formats prescribed in Section VI of Tender document.

Form 01	Specimen of Application for bidding & Declaration
Form 02	Specimen of Bank Guarantee for EMD/Bid Security (if applicable)
Form 03	Details of Litigations/arbitration cases resulting from the contracts executed by bidder in the past or currently under execution
Form 04	Power of Attorney
Form 09	Bid Securing Declaration (if applicable)

2.6.1.2 Bid Security & Tender Fee through Electronic mode of payment 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. 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. 9), failing which the bid shall be disqualified.

2.6.1.3 Income tax PAN number and GST registration number.

2.6.1.4 Tender Documents together with accompaniments

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

NOTE: The Technical Proposal must not include Financial Proposal (Price Bid).

#### 2.6.2 **FINANCIAL PROPOSAL**

2.6.2.1 It shall contain only Form no. 5 i.e. Price bid, showing the rate and amount against the items for Appointment of Marine Consultant for the work of Construction of Mooring Launch Floating Platform/ Pontoon and connecting platform/walkway at Oil Jetty no. 7. The Financial Proposal is to be submitted online only.

#### 2.7 **Responsiveness of the Technical Proposal**

A Proposal will be considered responsive only if:

- i. The Technical Proposal is received in the form specified in this Tender;
- ii. It contains all the information (complete in all respects) as requested in this TENDER
- iii. It is received by the Due Date including any extension thereof in terms hereof;
- iv. It is accompanied by the Bid Security and Tender Fee or exemption certificate as specified in this Tender;
- v. It is signed, sealed, bound together and marked as stipulated in this Tender;
- vi. It is accompanied by the Power of Attorney for the Authorized Representative;

vii. It does not contain any condition or qualification; and

viii. It is not non-responsive in terms hereof.

2.8 The Bidder should not make any alteration in the tender documents.

2.9 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 bidders shall upload the scanned copy of valid certificate. 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. 9), failing which the bid shall be disqualified. It may be noted that exemption certificate issued by any other authority will not be entertained.

2.10 The Board will not be responsible for or pay for expenses or losses, which may be incurred by any Bidder in the preparation of his tender.

2.11 The Bidder should not send revised or amended proposal after the closing date and time of the tender.

2.12 The tender should be delivered to the office of the Executive Engineer (Project) and the Bidder should obtain written acknowledgement for the same. Hard copy of the Tender along with its accompaniments should reach the office of the Executive Engineer (Project) within 5 days from the date of online opening of Technical bid. The Bidders should specifically note that their tenders whether sent by post or by hand must reach this office on or before due date and time. Proposal received late from outstations even though posted in time will not be considered in any case.

2.13 The Technical Proposal will be opened online at the date & time specified in the "Tender Activity Sheet" in the presence of such persons / representatives of the Consultants who may wish to be present in the Office of Executive Engineer (Project), Deendayal Port Authority, Gandhidham.

2.14 **Bid Validity**

2.14.1 The Technical and Financial Proposal to be submitted by the Bidders should be valid for a period of 120 days from the date of opening of the Technical Proposal.

2.14.2 In exceptional circumstances, prior to expiry of the Bid Validity Period, DPA may request bidders to extend such Validity Period for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting its bid security.

2.14.3 A bid valid for a shorter period shall be rejected by the DPA as non-responsive.

2.15 **Modification and Withdrawal of Bids**

2.15.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

2.15.2 No Bid can be modified after the dead line for submission of Bids.

2.15.3 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 in

the forfeiture of the Bid security i.e. EMD.

- 2.16 The tender documents shall be digitally signed by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the Bidder before submission of tender.
- 2.17 The Bidder is required to submit a hard copy of the tender documents, duly signed by the Bidder or by a person holding power of attorney authorizing him to act on behalf of the Bidder, must be submitted to the Office of the Executive Engineer (Project), Deendayal Port Authority, within 5 working days of submission of the Bid for the purpose of verification.
- 2.18 The Board reserves the right to make deviation from the proposals. Such changes, if any, will be intimated to the Bidder at the appropriate time.
- 2.19 Bank Guarantee, towards P.G. is acceptable only, if issued by Nationalized Bank/Schedule Bank (except Cooperative Bank) having its Branch at Gandhidham.
- 2.20 **Amendment of Bidding Documents:**

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

Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on [www.deendayalport.gov.in](http://www.deendayalport.gov.in) & on n-procure website [www.nprocure.com](http://www.nprocure.com). Prospective bidders shall acknowledge receipt of each addendum by email to the Authority.

In order to give the prospective bidders a reasonable time in preparing their bids by taking an Addendum into account, or for any other reason to be recorded in writing for the interest of the bidding and selection process, the Authority shall, in its sole discretion, extend as necessary the deadline for submission of bids.

2.21 **PRE-BID MEETING:**

2.21.1 The bidder or his official representative may attend pre-bid meeting to be held on 11/02/2025 at 15:00 hrs. in the Old Board Room, 1<sup>st</sup> floor, A.O. building, Deendayal Port Authority, Gandhidham OR Virtual through video conference. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder.

2.21.2 The purpose of the Pre-Bid meeting will be to clarify issues related to work and tender conditions.

2.21.3 Pre-Bid clarifications will be uploaded in <https://tender.nprocure.com> or [www.deendayalport.gov.in](http://www.deendayalport.gov.in) website without disclosing source of enquiry.

2.21.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

2.21.5 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 [kptprojectdivision@gmail.com](mailto:kptprojectdivision@gmail.com) on in writing so as to reach the Executive Engineer (Project) not later than One (1) day before the date of Pre-Bid meeting:-

Sr.No.	Clause No	Page No	Query
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**2.22 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.

**2.23 INSTRUCTIONS FOR ONLINE BID SUBMISSION**

**2.23.1 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 Info tower, Bodakdev, Ahmedabad.  
Tel.9179 26857316/17/18Fax:91 7926857321  
Mobile: 9327084190/ 9898589652 E-mail:[nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).

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

**2.24. Conflict of Interest:**

2.24.1. The Bidder should confirm that there is no conflict of interest in taking up this assignment. An undertaking in this regard should be submitted by Bidder that the conflict or interest does not exist or arise.

2.24.2. DPA policy requires that the Bidders provide professional, objective, and impartial advice and at all times strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.24.3. Bidder shall not have a conflict of interest that may affect the Selection Process or the Service pursuant to this document. The bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority and the Assignment, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidders or the termination of its Contract. Any Bidder found to have a Conflict of Interest shall be disqualified.

2.24.4. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or

current obligations under any other Agreements/Contracts or any such understanding which may place it in a position of not being able to carry out the Assignment in the best interests of DPA.

2.24.5. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:

- I. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
- II. There is a conflict among this and other assignments of the Bidder (including its personnel) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder depend on the circumstances of each case. While providing Services to DPA for this particular Assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present Assignment; or
- III. Any entity which has been engaged by DPA to provide goods or works or Services for an assignment, will be disqualified from providing Services for the same assignment; conversely, a firm hired to provide Services for this Assignment, will be disqualified from subsequently providing goods or works or other Services related to the same assignment;

2.24.6. For the avoidance of doubt, an entity affiliated with the Bidder shall include a partner in the Bidder's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Bidder, as the case may be, and any Associate thereof.

**2.25 No Sub-Consultancy is permitted for the Assignment.**

2.26. A Bidder or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

## **SECTION-III**

### **SCOPE OF WORK /TERMS OF REFERENCE (TOR)**

#### **3.1 SCOPE OF THE WORK:**

Scope of Work for Floating Pontoon/Mooring Launch Platform Design Consultant is as under:

**1. Project Overview:**

- Develop a detailed understanding of the project, emphasizing the design of a floating pontoon or mooring launch platform to accommodate 10m LOA mooring boats, with a capacity for a minimum of 2 to 3 boats.

**2. Site Assessment:**

- Conduct a comprehensive site assessment, taking into account the existing jetty, water conditions, and any relevant environmental factors.

**3. Regulatory Compliance:**

- Ensure that all designs adhere to local, regional, and national regulations governing floating structures, mooring systems, and waterfront development.

**4. Conceptual Design:**

- Generate conceptual designs for the floating platform, integrating seamlessly with the existing jetty, and emphasizing functionality, aesthetics, and adaptability.

**5. Structural Design:**

- Provide detailed structural designs, ensuring the platform's stability and longevity, with a focus on accommodating 10m LOA mooring boats.

**6. Connecting Platform to Jetty:**

- Design a connecting platform to link the floating pontoon with the existing jetty, considering safety, accessibility, and structural integrity.

**7. Mooring Arrangements:**

- Specify mooring arrangements, including bollards or other suitable mechanisms, to secure 10m LOA mooring boats effectively.

**8. Buoyancy and Stability:**

- Address buoyancy and stability requirements, factoring in the number of boats, potential load variations, and water conditions.

**9. Material Specifications:**

- Define the materials to be used in construction, emphasizing corrosion resistance, durability, and adherence to industry standards.  
- Define all supporting requirements of the floating platform including but not limited to floatation devices, anchoring systems, etc.

**10. Proof Checking:** The design, layout shall be proof checked by any IITs or NITs, and the cost for the same shall be borne by the consultant.

**11. Cost Estimates:**

- Provide detailed cost estimates for the entire project, covering design, materials, construction, and any additional costs along with Bill of Quantities and Draft Tender Paper (DTP).

12. Project Timeline:

- Outline a realistic timeline for the project, highlighting key milestones and deliverables.

13. Quality Assurance:

- Establish a quality assurance plan to ensure that the constructed platform meets specified standards and requirements.

14. Submission Requirements:

- Submit the design engineering plans & drawings of the floating pontoon/mooring launch platform including mooring arrangements, connecting platforms, etc.
- Submit the GFC drawings, detailed estimate as per SOR of DPA along with rate analysis or market rate quotation in support of rate, BOQ, Draft Tender Paper (DTP), construction methodology, etc.
- Submissions of the report(s) shall be duly complied with the observations of the Authority.

## **SECTION – IV**

### **EVALUATION OF PROPOSAL**

#### **4.1 TENDER EVALUATION (General)**

- a) A two-stage procedure will be adopted in evaluating the proposals: (i) Technical evaluation, which will be carried out prior to opening financial proposal and (ii) Financial evaluation.
- b) Prior to evaluation of Technical proposals, the Authority will determine whether each Proposal is responsive to the requirements of the Tender as indicated in clause 2.7. The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal will be entertained by the Authority in respect of such Proposals. However, Authority reserves the right to seek clarifications or additional information from the applicant during the evaluation process.

#### **4.2 Evaluation of Technical & Financial Proposals**

- a. For the purpose of Qualification, the Bidders should satisfy the Eligibility Criteria as prescribed in Clause 2.4. In case an Applicant does not fulfil the Eligibility Criteria, the Financial Proposal of such an Applicant will not be evaluated further.
- b. Only those Technical Proposals which are found to be responsive and satisfy the Eligibility Criteria would be further evaluated in accordance with the criteria set out in Section IV.
- c. After the technical evaluation is completed, DPA shall inform the Bidders who have submitted their Proposals and have qualified in the Technical Evaluation.
- d. The eligible Bidders, who have qualified in the Technical Evaluation, shall be notified of being qualified for opening of the Financial Proposal submitted online. The Bidders' representatives may attend the opening of Financial Proposal online as per the time informed by DPA.
- e. Financial Proposal shall be opened in the presence of the Bidders' representatives, who may choose to remain present at the time of online opening of the Financial Proposals.
- f. The fee quoted in the Price Bid shall be deemed as final and reflecting the Assignment fee for the Assignment. Omissions, if any, in costing any item shall not entitle the firm/ entity to be compensated and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant.
- g. The Bids will be evaluated on the technical requirements.
- h. Only the price bids of the bidders who qualify based on the technical requirements shall be opened.
- i. Post opening of the price bids of the qualified bidders, the Bidder quoted the lowest Assignment Fee shall be awarded the assignment and termed a 'Lowest Bidder'.

## **SECTION-V**

### **GENERAL CONDITIONS OF CONTRACT**

#### **5.1 PERFORMANCE SECURITY/SECURITY DEPOSIT:**

5.1.1 The Successful Bidder shall be required to submit a Performance Security constituting/amounting to 10% of the Contract Price, which shall consist of two parts:

a.) A Performance Guarantee (P.G.) amounting to 5% of the Contract Price, to be submitted in the form of a Bank Guarantee/ FDR/ Digital mode of payment issued from a Nationalized Bank/ Scheduled Commercial Bank having its branch at Gandhidham, Kutch, Gujarat, or in the form of a Electronic mode within 21 days from the date of receipt of Letter of Acceptance as prescribed under Form No.9.

b.) The remaining 5% shall be in form of Retention Money, that shall be recoverable by the Authority from the Running Account Bills of the successful Bidder.

The Retention Money shall be refunded not later than 14 days from the date of payment of the Final Running account Bill. The balance Performance security of 5% that is in the form of Bank Guarantee/ FDR/ Digital mode of payment shall be refunded to the Successful Bidder within 14 days from the completion of Contract period.

Failure of successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of Bid Security (i.e., EMD) and the Bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

5.1.2 The Bank Guarantee towards P.G. is acceptable only, if issued by Nationalized Bank/ Schedule Bank (except Cooperative Bank) having its Branch at Gandhidham.

5.1.3 The specimen Form at Bank Guarantee is given in Form No 9.

5.1.4 The validity of the bank guarantee should be kept up to 90 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.

#### **5.1.5 Forfeiture of Security Deposit:**

The Chairperson may, at his option, forthwith forfeit the security deposit in whole or in part if in the opinion of the Chairperson, the Bidder has failed to carry out the work or perform or fulfil any of the conditions of the contract. The Chairperson also at liberty to deduct from Performance Guarantee or from any sums of money due or that may become due under contract with the Bidder that may become due to the Port Authority. This is without prejudice to any and all right of the Board under the terms of the Contract.

**5.2 Contract Period:** The contract period will be for a period of 05 months from the date mentioned in the work order for the scope of work mentioned under ToR (Section III) and may be extended due to delay not attributed to Consultant.

#### **5.3 Liquidated Damages:**

The time allowed as specified in Clause 5.2 shall be strictly adhered to by the Advisors and shall be reckoned from the date on which the order to commence the work is issued to the Advisor. The work

shall, through out the stipulated period, proceed with the diligence. In case of delay in completion of the contract, liquidated damages (LD) may be levied at the rate of 0.5% of the contract value per week of delay or part thereof, beyond the date of completion of the extended period granted by Deendayal Port Trust if any as the case may be, subject to maximum of 10% of the contract price.

5.4 No local transport will be provided to the Consultant.

**5.5 MODE & RELEASE OF PAYMENT AND TIMELINE OF DELIVERABLES:**

<b>Sr. no.</b>	<b>Particular</b>	<b>Timeline of Deliverable (T = work start date)</b>	<b>Payment Percentage</b>	<b>Cumulative Payment Percentage</b>
1	Conceptual Report	T + 1 month	15%	15%
2	Approval of the Draft Design Base Report*	T + 4 months	50%	65%
3	Final Report including all other submissions as per scope of work	1 month from Approval of Draft Design Base Report	35%	100%

The payments to the consultant shall be made as per the stages mentioned above.

\All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws

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

The Authority shall cause the payment of the Bidder within thirty (30) days after the receipt by the Authority of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidder, the Authority may add or subtract the difference from any subsequent payments.

The Bidder shall also quote prevailing GST rate as per clause 5.7.2.

**5.6 Signing of Agreement**

The Bidder whose tender is accepted will be required to enter into an agreement within 21 days of receipt of Letter of Acceptance, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at Form no 8. The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Consultant

**5.7 TAXES & DUTIES:**

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

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

be deducted from payment.

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

5.7.3 The element of GST will not be considered for evaluation of financial proposal.

#### 5.8 **CARE AND DILIGENCE:**

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

#### 5.9 **SUSPENSION:**

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

#### 5.10 **TERMINATION OF SERVICES:**

5.10.1 This Contract may be terminated by either Party as per provisions set forth below:

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

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 5.9.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- d) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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



- 5.10.3 The Balance work will be carried out by the Deendayal Port at the risk and cost of the Bidder. The Performance security shall be forfeited in case of termination of contract. The decision of the Deendayal Port in this regard shall be final and binding upon the Bidder.
- 5.10.4 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Authority, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause:
- a) If the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
  - b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
  - c) If the Authority fails to comply with any final decision reached as a result of arbitration.
  - d) If the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.

## **5.11 DISPUTE RESOLUTION**

### **5.11.1 Amicable Settlement**

If any dispute or difference or claims of any kind arises between the Authority (DPA) and the Bidder/Consultant in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Contract, whether before or after the termination of this Contract, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

### **5.11.2 Conciliation**

In case any dispute is not resolved amicably as provided in clause 5.11.1, the Bidder/Consultant shall agree to refer the matter to Conciliation & Settlement Committee established by the Authority (DPA) as per provisions contained in Part-III of the Arbitration & Conciliation (Amendment) Act, 2015. The standard operating procedures for conciliation and settlement of disputes through the conciliatory process and the constitution of the committee shall be contained in the policy guidelines issued by the Authority (DPA) (available on website of DPA) on the subject, which shall be in alignment with the provisions contained in Sections 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations/decision of the committee is not acceptable to the Bidder/Consultant, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 5.11.3.

### **5.11.3 Arbitration:**

Any Dispute which is not resolved amicably as provided in Clause 5.11.1 and 5.11.2 shall be finally settled by arbitration as set forth below:

- i. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion there of as described here in after shall be referred to an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii. It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- iii. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- iv. It is also a term of the contract that if the Bidder 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 or his nominee that the final bill is ready for payment, the claim of the Bidder 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.
- v. 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.
- vi. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- vii. The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- viii. Arbitration shall be conducted in accordance with the provision of Indian Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- ix. 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.
- x. It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

- xi. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

**5.12 Language and Law Governing the Contract:**

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

**5.13 Confidentiality**

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

**5.14 Reporting Obligations**

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

**5.15 Documents Prepared by the Consultant to be the Property of Board**

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

## **SECTION VI**

### **FORMS OF BID**

**To be submitted by Bidders with their Bids**

<b>Form No</b>	<b>Description of Form</b>
1	Specimen of Application
2	Specimen of Bank Guarantee for EMD/Bid Security
3	Details of Litigations/Arbitration cases resulting from the contracts executed By bidder in the past or currently under execution
4	Power of Attorney
5	Price Bid
6	Letter of Acceptance
7	Specimen Bank Guarantee Performance Guarantee/Security Deposit
8	Form of Agreement
9	Bid Securing Declaration form (For bidders claiming relaxation for tender fee and EMD)

**Tendering Forms****SPECIMEN OF APPLICATION**

*[On the Letter Head of the Bidder (in case of Single Bidder)]*

(Date and Ref)

To,  
The Executive Engineer (Project)  
Deendayal Port Authority  
(Address)  
Pin Code: Dist-Kutch  
(Gujarat)

Sub:- APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF  
MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING  
PLATFORM/WALKWAY AT OIL JETTY NO. 7

Dear Sir,

With reference to your Tender Document dated, I/we, having examined Tender documents and all other relevant documents and understood their contents, here by submit our Proposal/Bid for" ..... ". This proposal is unconditional and unqualified.

1. I/We acknowledge that DPA will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to DPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of DPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
  - a) I/We have examined and have no reservations to the Tender Documents, including any Addendum which may be issued by DPA;
  - b) I/We do not have any conflict of interest in accordance with the terms set forth in this Tender document
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with DPA or any other public sector enterprise or any government,

Central or State; and

d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I/We acknowledge that, in case of being pre-qualified the Authority 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.
7. 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.
8. I/We also declare that, our firm has not been banned/black-listed/de-listed by any Central / State/Public govt. Agency/PSUs.
9. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with the Tender document.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We here by irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DPA and/ or the Government of India/Gujarat in connection with the selection of Bidder or in connection with the selection process itself in respect of the above mentioned Assignment.
14. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 days from the Due Date specified in the Tender.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided in the tender.
17. In the event of our firm being selected as the Bidder, I agree to enter into the Agreement with DPA for the said Assignment in such manner as set out in the Tender Document.
18. I/We have studied Tender and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents

or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.

19. The Financial Proposal is submitted online only. The Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the Tender and shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.
21. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
22. I/We agree and understand that this Proposal is subject to the provisions of the Tender documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
23. I/We agree and undertake to abide by all the terms and conditions of the Tender document.

In witness there of, I/we submit this Bid/Proposal under and in accordance with the terms of the Tender document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

**Specimen EMD (Bank Guarantee Format)**

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

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

**Beneficiary:**(Name and Address of Authority/Board)

Board of Deendayal Port Authority.

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

**Tender Guarantee No.:**

We have been informed that [name of the Tenderer] (here in after called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No. [Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of it's Tender by the Authority/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

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

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period there of;

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

[Signature(s)]

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



**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	On going/ 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 Tenderer (with seal)**

**Name  
Designation**

**Date:**

**Place.**

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

Know all men by these presents, we..... (Name of Consultant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms.....son/daughter/wife of .....and presently residing at .....who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for "APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7", including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to DPA, representing us in all matters before DPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with DPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7.

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2024

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized      Accepted

.....

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

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

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

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

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

**PRICE BID**

## SCHEDULE FOR ITEM OF WORK:

“APPOINTMENT OF MARINE CONSULTANT FOR THE WORK OF CONSTRUCTION OF MOORING LAUNCH FLOATING PLATFORM/ PONTOON AND CONNECTING PLATFORM/WALKWAY AT OIL JETTY NO. 7”

Description	Amount	
	In fig.	In words
Lump-sum charges including all taxes, duties for performing scope of work as per Section - III of the Tender for the subject work. The amount quoted shall be exclusive of Goods & Service Tax which shall be reimbursed in accordance with clause no. 5.7.2 of Tender document.		
<b>Total Rs.</b>		

**Note:** All the payment under this contract will be made only in Indian Rupees. The fees/price maybe quoted in Indian Rupees only. The Bidder shall be paid for the services rendered as per the Scope of Work.

**LETTER OF ACCEPTANCE**

(On the letter head paper of the Deendayal Port)

To: \_\_\_\_\_  
(Name & address of Bidder)

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

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 execution of \_\_\_\_\_ (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) in accordance with the Tender Documents is hereby accepted by the Authority/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. \_\_\_\_\_ and also sign the contract agreement within 21 days of the receipt of this letter of acceptance and which shall be valid up to 28 days after the end of Contract Period, failing which action as stated in the tender document will be taken.

Please acknowledge receipt.

Yours faithfully

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

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

(To be executed on Rs.300/-non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,

The Board of Deendayal Port Authority,  
Deendayal Port Authority  
A.O. Building, P.O.BoxNo.50,  
Gandhidham-Kutch.

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority Act, 2021 (here in after called “The Board” which expression shall unless excluded by or repugnant to the context or meaning there of be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt \_\_\_\_\_(here in after called the” contractor”) (Name of the contractor/s) from the demand under the terms and condition of the contract, vide \_\_\_\_\_ (Name of the Department)’s letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between the contractors and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated (hereinafter called “the said contract”) for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. \_\_\_\_\_(Rupees \_\_\_\_\_)only we, the (Name of the Bank and Address) \_\_\_\_\_ hereinafter referred to as “the Bank”) at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

3. We, \_\_\_\_\_(Name of Bank and Branch), undertake to pay to 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 a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

5. We, \_\_\_\_\_ (Name of Bank and Branch), further agree 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 contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any for bearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

8. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees only);
- (b) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).”

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date dayof20  
For (Name of Bank)  
(Name) Signature

## Form of Agreement

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

Whereas the Board is desirous of carrying out the work of "«Name\_Of\_Work»" and whereas the Consultant has offered to execute and complete such works.

And whereas the contractor has deposited a sum of Rs.«EMD»/-as security in the form of «Form\_Of\_EMD» and/or agreed to deposit the security deposit as follows for the due fulfilment of all the conditions of the contract.

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.:-
  - i. The tender submitted by the Consultant.
  - ii. The General conditions of contract as provided Section-V, VI & VII
  - iii. The entire scope of work as per Section-III
  - iv. The schedule of items of work with quantities and rate.
3. The Consultant here by covenants with the Board to complete the work in conformity, in all respects to the satisfaction of Board in accordance with the provision of the contract.
4. The Board here by covenants to pay the Consultant in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.

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

Signed and sealed by Consultant in the presence of:-

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

(Name, signature description and seal of Consultant)



Witness: (Name, signature, address)

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

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

Witness:(Name, signature, address)

(1)\_

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

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

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

Deendayal Port Authority

Secretary

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

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To (insert complete name and address of the Employer/ Purchaser)  
I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

**Corporate Seal (where appropriate)**